

**COUNTY OF MILWAUKEE****INTER-OFFICE COMMUNICATION**

**DATE:** November 27, 2012

**TO:** Supervisor Michael Mayo, Sr., Chairman  
Transportation, Public Works & Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** Milwaukee County's Section 85.21 Grant Application  
Informational Report

**BACKGROUND**

State financial aid is available to counties through the 2013 Specialized Transportation Assistance Program for Counties, as authorized by Section 85.21, Wisconsin Statutes. This aid is allocated according to each county's share of the state's elderly and disabled population.

A county may use its allocated aid in a variety of ways. It may directly provide specialized transportation service; it may purchase service from, or assist, any other public or private organization that supplies such service; or it may directly subsidize elderly or disabled persons for their use of existing services such as taxis. Both equipment acquisitions and operating expenses are eligible, as are the related expenses of coordination, technical studies and in-service training.

In order to receive its allocation, a county must provide a 20 percent cash match, conduct a public hearing and submit an application. The due date for the 2013 application is December 28, 2012.

Milwaukee County is scheduled to receive \$2,094,001 in 2013, to be allocated to Transit Plus (\$1,465,800) and the Department on Aging (\$628,201).

Report Prepared by: Steve Nigh, Transportation Business Manager

Approved by:

---

Brian Dranzik, Interim Director  
Department of Transportation

O:\WPDOC\PROGDEV\SEC8521\cmte rept.doc

**COUNTY OF MILWAUKEE**

**INTER-OFFICE COMMUNICATION**

DATE: November 27, 2012

TO: Supervisor Michael Mayo, Sr., Chairman  
Transportation, Public Works & Transit Committee

FROM: Brian Dranzik, Interim Director, Department of Transportation

SUBJECT: Public Hearing on Milwaukee County's Section 85.21 Grant Application

**OPENING STATEMENT BY THE CHAIRMAN**

The Committee on Transportation, Public Works & Transit will now conduct a public hearing on the subject of Milwaukee County's application for a state grant in the amount of \$2,094,000 under Section 85.21 of the Wisconsin Statutes – the Specialized Transportation Assistance Program for Counties. The state grant is proposed to be used during 2013 to support Transit Plus and one transportation program for the elderly offered through the Department on Aging.

Persons wishing to speak today on this particular subject should secure a witness identification slip to give to the clerk. Please limit your comments to the two projects proposed in the grant application.

**County of Milwaukee  
Interoffice Communication**

**DATE:** August 20, 2012  
**TO:** The Honorable Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors  
**FROM:** Patrick Farley, Director, Department of Administrative Services  
**SUBJECT:** **Appointment of Jim Burton to the Position of Facilities Management Director**

Subject to committee approval and confirmation by the County Board of Supervisors, I am pleased to appoint Jim Burton to the position of Facilities Management Director for Milwaukee County.

Mr. Burton has wide-ranging knowledge and understanding of facilities management and maintenance, asset management, construction, real estate sales and leasing, safety and security, grounds maintenance, capital improvements, environmental services and parking operations.

His significant practice in the area of facilities management and facilities maintenance includes serving as the System Director of Biomedical Engineering and RMC Facilities Director for Resurrection Health Care in Chicago, Illinois overseeing plant operations, maintenance and construction along with responsibility for equipment maintenance services. Other recent experience includes serving as the Director of Hospitality Services for Wheaton-Franciscan Healthcare in Milwaukee and as the Director of Facilities Management for Ministry Healthcare in Marshfield, Wisconsin.

In addition to his bachelor's degree and master's level coursework, Mr. Burton obtained a masters certification in Facilities Management in 2001 from Michigan State University.

I believe he possesses the necessary leadership skills along with the depth of experience that qualify him to address the varied facilities and property management challenges facing Milwaukee County.

A copy of his resume is attached for your review.



Patrick Farley, Director  
Department of Administrative Services

cc: Supervisor Michael Mayo, Chair, Transportation, Public Works and Transit Cmte  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Martin Weddle, Research Analyst, TPWT Committee  
Jodi Mapp, Committee Clerk, TPWT Committee

Undergraduate degree from Whitewater and Masters programs at Northwestern and Michigan State. Leadership experience (yrs):

- Healthcare Operations (20)
- Clinical Engineering (16)
- Contract Negotiations (15)
- Supply Administration (25)
- Facilities Management (15)
- Vendor Management (30)
- Marketing/Sales (20)
- Quality Management (20)
- Environmental Services (25)

**PROFESSIONAL EXPERIENCE**

**System Director, Support Services**

**Compass Group - TouchPoint.**

2012-Present

Operated in four states (Wisconsin, Washington, Texas, and Indiana). Responsible for starting up new service contracts for Ascension Healthcare.

- Oversight of Seton and Brackenridge Medical Centers, Austin, TX. Greater than 200 full time employees
- Assisted in on-boarding of staff and initial training at St. Vincent Medical Center, Indianapolis. 150 employees.
- Interim manager at Lourdes Medical Center, Pasco, WA.

**System Director – Facilities & Clinical Engineering**

**Resurrection Healthcare.**

2007-2011

Responsible for the maintenance of all medical equipment in nine hospitals. Total inventory of over 30,000 included all fixed imaging equipment. Budget of over \$25,000,000. Greater than 150 service engineering staff.

- Improved customer satisfaction for the lowest to the highest in the organization.
- Developed service plans for all vendors including GE, Siemens, Toshiba and Philips, etc
- Decreased contract billings by 15% in two years. Totaled over \$1,000,000 annualized savings.
- Initiated a new extensive quality control process, including observations, for all key field engineers.
- Developed a new RFID tracking process for all preventive maintenance activities.
- Added over site of Facilities Management during last two years.
- Site coordinator for new patient tower (200 beds) for construction and implementation planning.
- Worked with Risk Management to track all recalls, alerts, and notices. Saved \$80,000 per year.
- Tracked all vendor completed maintenance for Imaging equipment for department managers.
- Negotiated an overall reduction in time and material expense by 25% including probe and tube coverages, etc..

**Director of Hospitality Services**

**Sodexo (St. Joseph Hospital, Milwaukee).**

2003-2007

Provided complete P&L and operations responsibility for Environmental Services, Food Services, and Maintenance.

- Established a consistent level of high quality of service levels in cleanliness.
- Met the efficiency expectations as established by the Premier benchmarking process.
- Completed the Achieve Global training certification program.
- Became a CHESP certified Environmental Services manager.
- Improved employee morale overall in over 200 full time staff.

**Director of Facilities Management**

**St. Joseph Hospital (Marshfield, WI).**

1995-2003

Operations responsibility for Maintenance, Construction, Safety and Security, and Clinical Engineering.

- Departmental responsibility for over 70 full time staff.
- Budget, including capital improvement of over \$20,000,000. Built three large new buildings over five years.
- Nine Biomed Technicians with over 8,000 pieces of equipment. Handled MRI, CT maintenance in-house.
- No outside contracts for HVAC, etc. Saved organization > \$750,000 in annualized service contract expense
- Achieved national recognition from JCAHO for benchmarking in both quality and efficiency of work.
- Met Action O/I operational expense goals without reducing existing staffing levels, etc.

**Director of Environmental Services**

**Indiana University Medical Center.**

1993-1995

Provided complete P&L and operations responsibility for Environmental Services and Maintenance.

- Assisted with planning for merger with Methodist Hospital.
- Introduced new patient focused care with joint cleaning and maintenance for patient rooms.
- Improved PRC scores by 40% in one year timeframe.
- Improved overall staff morale from a low rating to one of the higher rated departments.

**Director of Environmental Services Memorial Medical Center (Springfield, IL) 1990-1993**  
Provided complete P&L and operations responsibility for Environmental Services and Laundry.

- Established a consistent level of very high quality of service levels in cleanliness.
- Developed an outstanding employee morale improvement program.
- Decreased the overall operational cost of Laundry operations by 15%.
- Had a very high level of customer satisfaction for both services.
- Achieved a benchmarking level for cost effectiveness for both departments.

**Marketing and Sales Consultant S.C. Johnson Wax (Racine, WI) 1985-1990**

Sold a five-year consulting contract for myself (and three employees) to develop a healthcare support service group.

- Training the U.S. Commercial Products group, including over 150 marketing and sales staff, in hospital operations.
- Initiated (37) new national contacts which averaged over \$100,000 per year each.
- Developed an automated software program for writing employee daily work assignments.
- Developed an automated employee appraisal documentation process.
- Utilized computer-aided design to scan customer blueprints as an add-on service.

**Business Owner Total Maintenance Management (Chicago, IL) 1980-1985**

Initiated a new startup business to address poor quality of maintenance and sanitation for high-rise condominiums.

- Negotiated new service contracts for Gold Coast area high rise condominiums.
- Improved overall ownership satisfaction by 300%.
- Decreased overall Homeowners Association fees by 20%
- Hired and trained on-site engineering staff for each condominium location.
- Developed a new outside contractor performance improvement plan for each vendor.

**Contract Services Manager ServiceMaster Industries ( Downers Grove, IL) 1974-1980**

Oversight of Environmental Services, Laundry, Clinical Engineering. And Plant Operations contracts. Promoted four times in six years. Left for just over one year to work for Abbott Laboratories.

- Regional Operations Manager (10 separate locations in Chicago)
- RUSH St. Lukes (Chicago)
- University of Michigan (Ann Arbor).
- Children's Health Center (Minneapolis).
- Deconess Hospital (Milwaukee)

## **EDUCATION**

---

UNIVERSITY OF WISCONSIN - WHITEWATER  
B.S. Liberal Arts - 1971

UNIVERSITY OF WISCONSIN - WHITEWATER  
One year – Masters program in Guidance and Counseling – 1972

NORTHWESTERN UNIVERSITY – EVANSTON, IL  
One year – Master's program – Administration and Policy Studies – 1985

MICHIGAN STATE UNIVERSITY – EAST LANSING, MI  
Master Lever Certification – Facilities Management - 2001

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** October 18, 2012

**TO:** Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** **ASSIGNMENT OF AIRPORT AGREEMENT NO. HP-695 FROM KRAFT FOODS GLOBAL, INC. TO MONDELĒZ GLOBAL, LLC**

**POLICY**

County Board approval is required for certain lease agreement assignments.

**BACKGROUND**

On July 14, 1980, Milwaukee County entered into a lease agreement with The Tennessee Gas Pipeline Company, a division of Tenneco, Inc. (Tenneco), for the lease of 414,000 square feet of land on the south side of General Mitchell International Airport for construction of an aircraft hangar. Known as Airport Agreement No. HP-695, the initial term of the agreement was for twenty (20) years with one ten (10) year option. On December 31, 1995, Airport Agreement No. HP-695 was assigned from Tenneco to Philip Morris Management Corporation due to the sale of the hangar. In 2003 Philip Morris Management Corporation changed its name to Altria Corporate Services, Inc. due to corporate restructuring. Due to additional corporate structuring Altria Corporate Services, Inc. sold its hangar and related facilities to an affiliated corporate entity, Kraft Foods Global, Inc. Milwaukee County approved that assignment and executed an Assignment of Lease on December 16, 2005.

Due to additional corporate restructuring Kraft Foods Global, Inc. now desires to sell its hangar and related facilities to an affiliated corporate entity, Mondelēz Global, LLC, and is requesting that Milwaukee County approve of the sale of the hangar to Mondelēz Global, LLC and approve the assignment of Airport Agreement No. HP-695 to Mondelēz Global, LLC.

**RECOMMENDATION**

Airport staff recommends that Milwaukee County approve the sale of the Kraft Foods Global, Inc hangar at GMIA from Kraft Foods Global, Inc. to Mondelēz Global, LLC and consent to the assignment of Airport Agreement No. HP-695 from Kraft Foods Global, Inc to Mondelēz Global, LLC.

Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Michael Mayo, Sr., Chairman, TPW&T  
October 18, 2012  
Page 2

**FISCAL NOTE**

Mondelēz Global, LLC will continue to pay the appropriate airport rent as required by Airport Agreement HP-695; therefore, there is no fiscal impact.

Prepared by: Steven Wright, A.A.E. - Airport Properties Manager

Approved by:

---

Brian Dranzik, Interim Director  
Department of Transportation

---

C. Barry Bateman  
Airport Director

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\REPORT - Kraft to Mondelez.docx

(ITEM) From the Director, Department of Transportation, recommending that Milwaukee County approve the sale of the Kraft Foods Global hangar at General Mitchell International Airport (GMIA) to Mondelēz Global, LLC. and consent to the assignment of Airport Agreement No. HP-695 from Kraft Foods Global, Inc. to Mondelēz Global, LLC. by recommending adoption of the following:

### A RESOLUTION

WHEREAS, on July 14, 1980, Milwaukee County entered into Airport Agreement No. HP-695 with The Tennessee Gas Pipeline Company, a division of Tenneco, Inc. (Tenneco), for the lease of 414,000 square feet of land on the south side of General Mitchell International Airport for construction of an aircraft hangar, for an initial term of twenty (20) years with one ten (10) year option; and

WHEREAS, on December 31, 1995 Airport Agreement No. HP-695 was assigned from Tenneco to Philip Morris Management Corporation due to the sale of the hangar; and

WHEREAS, in 2003 Philip Morris Management Corporation changed its name to Altria Corporate Services, Inc. due to corporate restructuring; and

WHEREAS, due to additional corporate restructuring, Altria Corporate Services, Inc. sold its hangar and related facilities to an affiliated corporate entity, Kraft Foods Global, Inc., per Milwaukee County approval and the execution of an assignment of Airport Agreement No. HP-695 to Kraft Foods Global, Inc. on December 16, 2005; and

WHEREAS, due to additional corporate restructuring, Kraft Foods Global, Inc. now desires to sell its hangar and related facilities to an affiliated corporate entity, Mondelēz Global, LLC and is requesting that Milwaukee County approve of the sale of the hangar to Mondelēz Global, LLC; and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting on December 5, 2012, recommended approval (vote \_\_\_\_\_) that Milwaukee County approve the sale of the Kraft Foods Global hangar to Mondelēz Global, LLC, now, therefore,

BE IT RESOLVED that Milwaukee County does hereby approve the sale of the Kraft Foods Global hangar to Mondelēz Global, LLC.

BE IT ALSO RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized and directed to execute an appropriate document for the approval of Milwaukee County to the assignment of the Kraft Foods Global, Inc. interest in Airport

50 Agreement No. HP-695 from Kraft Foods Global, Inc. to Mondelēz Global,  
51 LLC.  
52  
53 H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\RESOLUTION-Kraft to Mondelez.docx

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** October 18, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** ASSIGNMENT OF AIRPORT AGREEMENT NO. HP-695 FROM KRAFT FOODS GLOBAL, INC. TO MONDELÉZ GLOBAL, LLC

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

Mondelēz Global, LLC will continue to pay the appropriate airport rent as required by Airport Agreement HP-695; therefore, there is no fiscal impact.

Department/Prepared by: Steven Wright, A.A.E. – Airport Properties Manager

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

Did DAS-Fiscal Staff Review?  Yes  No  
Reviewed by:

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\FISCAL NOTE - Kraft to Mondelez.docx

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

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** October 18, 2012

**TO:** Marina Dimitrijevic, Chairwoman County Board of Supervisors  
Michael Mayo Sr., Chairman, Transportation, Public Works and Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** **ASSIGNMENT OF HARLEY-DAVIDSON TRANSPORTATION, INC. INTEREST  
IN AIRPORT AGREEMENT NO. HP-1174 TO HARLEY-DAVIDSON MOTOR  
COMPANY GROUP, LLC**

**POLICY**

Lessee name changes that alter the liability, responsibility or financial obligation of the tenant in possession require County Board approval.

**BACKGROUND**

Harley-Davidson Transportation Company, Inc. has reorganized and is now operating as Harley-Davidson Motor Company Group, LLC, a wholly owned subsidiary of Harley-Davidson, Inc. Therefore, Harley-Davidson has requested that Airport Agreement No. HP-1174 be assigned from Harley Davidson Transportation Company, Inc. to Harley-Davidson Motor Company Group, LLC effective April 11, 2011.

Originally, on April 15, 1996 Milwaukee County entered into Airport Agreement No. HP-1174 with Sybron International Corporation and Leeson Electric Corporation, as tenants in common, for the lease of land at General Mitchell International Airport (GMIA) on which their hangar was located. The Agreement was for an initial term of ten (10) years with the Lessees having the right to renew the Agreement for two (2) additional terms of five (5) years.

On September 28, 2000 the County Board consented to the assignment of Leeson Electric Corporation's interest in Airport Agreement No. HP-1174 from Leeson Electric Corporation to Christopher L. Doerr and Daniel L. Doerr, effective September 29, 2000 and then to a Limited Liability Company (LLC), in which each of the Doerrs would have a 50% interest. The Doerrs subsequently formed Volare Partners, LLC.

At its meeting on February 15, 2001 (File No. 01-116), the County Board consented to the assignment of Sybron International Corporation's interest in Airport Agreement No. HP-1174 to Harley-Davidson Transportation Company, Inc. The assignment of the interest

of Sybron International Corporation in Airport Agreement No. HP-1174 to Harley-Davidson Transportation Company, Inc. became effective on May 18, 2001.

At its meeting on March 18, 2004 (File No. 04-139), the County Board consented to the assignment of Volare Partners interest in Airport Agreement No. HP-1174 to Harley Davidson Transportation Company, Inc. The assignment of the interest of Volare Partners in Airport Agreement No. HP-1174 to Harley-Davidson Transportation Company, Inc. became effective on March 31, 2004.

**RECOMMENDATION**

Airport staff recommends that Milwaukee County approve the assignment of Airport Agreement No. HP-1174 from Harley-Davidson Transportation Company, Inc. to Harley-Davidson Motor Company Group, LLC, effective April 11, 2011.

**FISCAL NOTE**

Airport revenues will neither increase nor decrease as a result of the assignment from Harley Davidson Transportation Company, Inc.

Prepared by: Steven Wright, A.A.E.  
Airport Properties Manager

Approved by:

\_\_\_\_\_  
Brian Dranzik, Interim Director  
Department of Transportation

\_\_\_\_\_  
C. Barry Bateman  
Airport Director

1 File No.  
2 Journal  
3

4 (Item ) From the Director, Department of Transportation, requesting that Milwaukee  
5 County approve the assignment of Airport Agreement No. HP-1174 from Harley-  
6 Davidson Transportation Company, Inc., to Harley-Davidson Motor Company Group,  
7 LLC, by recommending adoption of the following:  
8

9 **RESOLUTION**  
10

11 WHEREAS, Harley-Davidson Transportation Company, Inc. has reorganized and  
12 is now operating as Harley-Davidson Motor Company Group, LLC, a wholly owned  
13 subsidiary of Harley-Davidson, Inc.; and  
14

15 WHEREAS, on April 15, 1996 Milwaukee County entered into Airport Agreement  
16 No. HP-1174 with Sybron International Corporation and Leeson Electric Corporation, as  
17 tenants in common, for the lease of land at General Mitchell International Airport  
18 (GMIA) on which their hangar was located; and  
19

20 WHEREAS, the Agreement was for an initial term of ten (10) years with the  
21 Lessees having the right to renew the Agreement for two (2) additional terms of five (5)  
22 years; and  
23

24 WHEREAS, on September 28, 2000 the County Board consented to the  
25 assignment of Leeson Electric Corporation's interest in Airport Agreement No. HP-  
26 1174 from Leeson Electric Corporation to Christopher L. Doerr and Daniel L. Doerr,  
27 effective September 29, 2000 and then to a Limited Liability Company (LLC), in which  
28 each of the Doerrs would have a 50% interest; and  
29

30 WHEREAS, the Doerrs subsequently formed Volare Partners, LLC; and  
31

32 WHEREAS, at its meeting on February 15, 2001 (File No. 01-116), the County  
33 Board consented to the assignment of Sybron International Corporation's interest in  
34 Airport Agreement No. HP-1174 to Harley-Davidson Transportation Company, Inc.; and  
35

36 WHEREAS, the assignment of the interest of Sybron International Corporation in  
37 Airport Agreement No. HP-1174 to Harley-Davidson Transportation Company, Inc.  
38 became effective on May 18, 2001; and  
39

40 WHEREAS, at its meeting on March 18, 2004 (File No. 04-139), the County Board  
41 consented to the assignment of Volare Partners' interest in Airport Agreement No. HP-  
42 1174 to Harley Davidson Transportation Company, Inc.; and  
43

44 WHEREAS, the assignment of the interest of Volare Partners in Airport Agreement

45 No. HP-1174 to Harley-Davidson Transportation Company, Inc. became effective on  
46 March 31, 2004; and  
47

48 WHEREAS, Harley-Davidson has therefore requested that Airport Agreement  
49 No. HP-1174 be assigned from Harley Davidson Transportation Company, Inc. to  
50 Harley-Davidson Motor Company Group, LLC effective April 11, 2011; and  
51

52 WHEREAS, the Transportation, Public Works and Transit Committee, at its  
53 meeting of December 5, 2012, recommended approval (vote ) of the assignment  
54 of Airport Agreement No. HP-1174 from Harley-Davidson Transportation Company,  
55 Inc., to Harley-Davidson Motor Company Group, LLC; now, therefore,  
56

57 BE IT RESOLVED, that the Airport Director is hereby authorized to approve the  
58 assignment of Airport Agreement No. HP-1174 from Harley-Davidson Transportation  
59 Company, Inc., to Harley-Davidson Motor Company Group, LLC.  
60

61

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\Resolution - Harley Assignment.doc

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** October 18, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: ASSIGNMENT OF HARLEY-DAVIDSON TRANSPORTATION, INC. INTEREST IN AIRPORT AGREEMENT NO. HP-1174 TO HARLEY-DAVIDSON MOTOR COMPANY GROUP, LLC**

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

*Airport revenues will neither increase nor decrease as a result of the assignment from Harley Davidson Transportation Company, Inc.*

Department/Prepared by: Steven A. Wright, AAE  
Airport Properties Manager

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

Did DAS-Fiscal Staff Review?  Yes  No  
Reviewed by:

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\FISCAL NOTE - Harley Assignment.doc

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

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** October 18, 2012

**TO:** Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** **AIRPORT MARKETING/PUBLIC RELATIONS/ADVERTISING AGENCY  
RECOMMENDATION**

**POLICY**

Entering into a professional services contract requires County Board approval.

**BACKGROUND**

For approximately the last 30 years, General Mitchell International Airport (GMIA) has retained a marketing/public relations/advertising firm. The firms have used a variety of methods to promote the Airport, including:

- Production & placement of print, broadcast and direct mail advertising.
- Special event organization and implementation.
- Writing and distribution of news releases to the news media and aviation trade publications.
- Production & distribution of communications to travel professionals and the traveling public.
- Writing & production of materials to help travelers efficiently use the Airport Exhibiting at travel trade shows.

These marketing initiatives have aided staff's efforts to attract new passengers and air service, which include increasing the amount of travelers from northern Illinois using GMIA as an alternative to O'Hare.

**AGENCY REVIEW PROCESS**

Proposals were recently solicited for an agency to perform marketing/public relations/advertising work for the airport beginning in January 2013.

The Request for Proposals was posted on the Business Opportunities link on the Airport Website. Advertisements offering the request for proposals (RFP) were placed in the:

*Business Journal*  
*Daily Reporter*

Marina Dimitrijevic, Chairwoman County Board of Supervisors  
Michael Mayo, Sr., Chairman, TPW&T  
October 18, 2012  
Page 2

*Milwaukee Community Journal*  
*Milwaukee Courier*  
*Milwaukee Journal Sentinel*  
*Milwaukee Times*  
*Spanish Journal*

In addition, the notice of availability of the Request for Proposals was sent to the professional organizations for the local advertising agencies, marketing agencies and public relations agencies to be posted on their Websites or distributed to their members.

Proposals were submitted by three agencies. The proposal of one agency was rejected because it arrived at the County Clerk's office after the stated proposal due deadline.

The two qualified proposals were reviewed by Airport marketing & public relations staff, Pat Rowe, Ryan McAdams and Harold Mester, for conformance with criteria outlined in the RFP, which included:

- A. Professional and technical qualifications in marketing, public relations and advertising.
- B. Level of previous experience in successful marketing, public relations and advertising programs.
- C. Experience marketing to northern Illinois consumers.
- D. Proposed approach to the Airport's marketing, public relations and advertising program.
- E. Reasonableness of fees.

The RFP set a goal of 17% DBE participation.

The recommendation of the selection committee is that the Airport contract with Weiss & Company Marketing Communications, LLC (WCMC). The program proposed by WCMC included a blend of marketing, public relations and advertising that the committee believed would most benefit the Airport in its efforts to communicate with the traveling public, the media, travel professionals and the airlines. WCMC is a certified DBE firm by Milwaukee County's office of Community Business Development Partners.

The contract will commence January 1, 2013 and run for a two-year period, with the option to renew for two additional one-year periods. The amount of the contract is \$250,000 annually.

Marina Dimitrijevic, Chairwoman County Board of Supervisors  
Michael Mayo, Sr., Chairman, TPW&T  
October 18, 2012  
Page 3

**RECOMMENDATION**

Airport staff recommends that the selection of Weiss & Company Marketing Communications, LLC (WCMC) be approved and further recommends that the Airport Director be authorized to execute a professional services agreement between Milwaukee County and WCMC to provide the Airport marketing, public relations and advertising services. The contract will commence January 1, 2013 and run for a two-year period, with the option to renew for two additional one-year periods. The amount of the contract is \$250,000 annually.

**FISCAL NOTE**

The amount for the contract is \$250,000 annually. Funding for this professional service is budgeted in the Airport's advertising account.

Prepared by: Patricia Rowe, Marketing & Public Relations Manager

Approved by:

---

Brian Dranzik, Interim Director  
Department of Transportation

---

C. Barry Bateman  
Airport Director

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\REPORT - Airport Marketing-Public Relations-Advertising Agency Recommendation.doc

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

(ITEM) From the Airport Director, requesting that Milwaukee County execute a 2-year agreement, with two additional one-year options for renewal, with Weiss & Company Marketing Communications, LLC (WCMC) for marketing, public relations and advertising services for General Mitchell International Airport, by recommending adoption of the following resolution:

**A RESOLUTION**

WHEREAS, for approximately the last 30 years, General Mitchell International Airport has retained the services of a marketing, public relations and advertising agency; and

WHEREAS, the current agency contract ends December 31, 2012, and

WHEREAS, proposals were solicited under Official Notice No. 6761 for marketing, public relations and advertising services for General Mitchell International Airport; and

WHEREAS, three (3) proposals were received, but one (1) was rejected because it missed the deadline for submission to the County Clerk's office, and two (2) proposals were evaluated using the criteria for evaluation as provided in the Consultant Selection Criteria section of the request for proposals; and

WHEREAS, the intent of the selection process is to identify the agency that best fulfills the requirements of the request for proposal to provide high-quality marketing, public relations and advertising services at a reasonable fee; and

WHEREAS, the primary factors used to evaluate the proposals were professional and technical qualifications; experience; proposed program; and reasonableness of fees; and

WHEREAS, the recommendation of the selection committee is that WCMC best meets the criteria outlined in the request for proposals; and

WHEREAS, after due consideration, the Transportation and Public Works Committee concurs with airport staff's recommendation that Milwaukee County and WCMC execute an agreement for the provision of marketing, public relations and advertising services for General Mitchell International Airport; now, therefore,

BE IT RESOLVED, that the Airport Director is hereby authorized to execute an agreement between Milwaukee County and Weiss & Company Marketing Communications, LLC (WCMC) to provide marketing, public relations and advertising

47 services for General Mitchell International Airport for a 2-year term, commencing  
48 January 1, 2013, with two one-year options for renewal, but not beyond December 31,  
49 2016, in an amount not to exceed \$250,000 annually.

50

51 FISCAL NOTE: Funding for this service is budgeted in the Airport's advertising account.  
52 There is no fiscal effect on the tax levy of Milwaukee County.

53

54

55 H:\Private\Clerk Typist\Aa01\TPW&T 08\RESOLUTION - Mktg-PR Agency Recommendation.doc

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE: 10/18/2012**

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: Airport Marketing/Public Relations/Advertising Agency Recommendation**

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	250,000
	Revenue	0	250,000
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

## DESCRIPTION OF FISCAL EFFECT

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

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

*The amount for the contract is \$250,000 annually. Funding for this service is budgeted in the Airport's advertising account. There is no fiscal effect on the tax levy of Milwaukee County.*

Department/Prepared By DOT/Pat Rowe

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

Did DAS-Fiscal Staff Review?       Yes       No

Reviewed With:

---

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

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE : October 18, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Interim Director, Department of Transportation

SUBJECT: **UNIFORMED UNARMED SECURITY GUARD SERVICES AT GENERAL MITCHELL INTERNATIONAL AIRPORT**

**POLICY**

County Board approval is required to award the contract for the Uniformed Unarmed Security Guard Services at General Mitchell International Airport (GMIA).

**BACKGROUND**

After the events of September 11, 2001, the newly formed Department of Homeland Security, Transportation Security Administration, promulgated additional security requirements for the nation's airports. One new rule required that all vehicles and individuals entering the commercial aircraft ramp be individually checked for proper authorization. The current scope of service includes security guard service at the two entrances to the terminal ramp, and at the entrance to the MKE Regional Business Park. Uniformed unarmed security guard services are currently being provided by HSS, Inc. to conduct these checks.

The agreement with HSS ended November 30, 2012. HSS is on a month-to-month extension pending an RFP selection process. A Request for Proposals was advertised in national and local publications. The contract is for one (1) year with two (2) one year extensions and consists of one (1) forty (40) hour per week program manager, one (1) 24/7/365 supervisor, two (2) 24/7/365 security officers, and one (1) 108 hour per week security officer. Four (4) proposals were received in response to the Request for Proposals.

A selection committee comprised of five (5) individuals from Airport and County Staff evaluated the proposals, based on demonstrated quality of service, qualification and experience, organization, SAFETY Act designation and certification, quality and clarity of response, and DBE participation.

The DBE participation in this contract is 25%.

**RECOMMENDATION**

The Proposal Review Committee and Airport staff recommend that the selection of HSS, Inc. be approved, and further recommends that the Airport Director be authorized to execute a professional services agreement between Milwaukee County and HSS, Inc. to provide Uniformed Unarmed Security Guard Services at GMIA. The contract will commence January 1,

Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee  
October 18, 2012  
Page 2

2013 and run for a term of one (1) year with the option to renew for two (2) additional years, in accordance with the proposal and draft contract contained in Official Notice No. 6763. HSS, Inc. proposes to provide these services for \$879,600 for the first year and subsequent years.

**FISCAL NOTE**

\$879,600 has been requested in the 2013 Airport budget to cover the cost of year one (1) of the contract for Uniformed Unarmed Security Guard Services.

Prepared by: Michael W. Keegan, Airport Public Safety & Security Manager

Approved by:

---

Brian Dranzik, Interim Director  
Director of Transportation

---

C. Barry Bateman  
Airport Director

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\REPORT - Uniformed Unarmed Security Guard Services.doc

(Item ) From the Director, Department of Transportation, requesting approval by the County Board of Supervisors to authorize the Airport Director to enter into a contract for Uniformed Unarmed Security Guard Services for a term of one (1) year with two (2) one year extension options, in accordance with the proposal and draft contract contained in Official Notice No. 6763:

**RESOLUTION**

WHEREAS, after the events of September 11, 2001, the newly formed Department of Homeland Security, Transportation Security Administration, promulgated additional security requirements for the nation’s airports; and

WHEREAS, one new rule required that all vehicles and individuals entering the commercial aircraft ramp be individually checked for proper authorization; and

WHEREAS, uniformed (unarmed) security guard services are currently being provided by HSS, Inc. to conduct these checks; and

WHEREAS, The current scope of service included security guard service at the two entrances to the terminal ramp, and at the entrance to the MKE Regional Business Park; and

WHEREAS, a Request for Proposals was advertised in national and local publications; and

WHEREAS, four (4) proposals were received in response to the Request for Proposals were received by the due date, and

WHEREAS, a selection committee comprised of five (5) individuals from Airport and County Staff evaluated the proposals, based on demonstrated quality of service, qualification and experience, organization, SAFETY Act designation and certification, quality and clarity of response, and DBE participation; and, now

BE IT RESOLVED, that the Airport Director be authorized to enter into a professional services agreement between Milwaukee County and HSS, Inc. to provide Uniformed Unarmed Security Guard Services at GMIA. The contract will commence January 1, 2013, and run for a term of one (1) year with the option to renew for two (2) additional years, in accordance with the proposal and draft contract contained in Official Notice No. 6763. HSS, Inc. proposes to provide these services for \$879,600 for the first year and subsequent years.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE: 10/18/2012**

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: Uniformed Unarmed Security Guard Services at General Mitchell International Airport.**

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

Sufficient funds have been budgeted in the 2013 airport budget to cover the cost of year one (1) of the contract for Uniformed Unarmed Security Guard Services. There is no tax levy impact for the award of this contract.

Department/Prepared By Michael W. Keegan, Airport Public Safety & Security Manager

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

Did DAS-Fiscal Staff Review?  Yes  No

Reviewed With:

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\FISCAL NOTE - Uniformed Unarmed Security Guard Service.doc

---

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

**COUNTY OF MILWAUKEE**  
Inter-Office Communication

**DATE:** October 30, 2012

**TO:** Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works & Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT: SUBMITTAL OF AIRPORT PASSENGER FACILITY CHARGE (PFC)  
APPLICATION #17 and amendment to PFC application 15.01**

**POLICY**

County Board approval is required to submit Passenger Facility Charge (PFC) applications to the Federal Aviation Administration (FAA).

**BACKGROUND**

In 1990, Congress established the collection of Passenger Facilities Charges (PFC), and authorized a charge of \$3.00 per enplaned passenger at the nation's airports. PFC's are used for capital projects, debt service coverage of PFC approved capital projects, and direct cost of PFC administration only. PFC's are not used for general airport operating and maintenance expenses.

In 1994, Unison Consulting Group, Inc. ("Unison") was retained to develop a long-range Airport Capital Improvement Plan ("CIP") for the purpose of submitting PFC applications to the FAA on behalf of Milwaukee County ("County"). Based on the original twenty (20) year CIP and the County's successful PFC Application #1, General Mitchell International Airport ("GMIA") began assessing a \$3.00 PFC in 1995 for each passenger enplaning or making a first transfer at GMIA. In 2012, PFC revenues are anticipated to total approximately \$11 million at the \$3.00 per enplaned passenger rate.

After GMIA's first PFC Application was approved, the Airport's CIP and PFC programs have been amended on numerous occasions, adding new projects and/or adjusting previous projects. As recently as September 8, 2011, the FAA approved the addition of 11 new PFC fundable projects (PFC # 16) to the GMIA PFC program and increased PFC funding authorization by \$28,971,429.

In 2000, Congress increased the collection authority to \$4.50. At the July 26, 2012, County Board Meeting, the Board approved of amendments to PFC applications #6 & #7, increasing the PFC at General Mitchell International Airport from \$3.00 to \$4.50. On September 26, 2012 the FAA approved these amendments. Effective November 1, 2012 MKE will be collecting PFC of \$4.50. Of the 353 Commercial service airports that have a PFC, 328 are at \$4.50. All other Wisconsin airports and Chicago's O'Hare & Midway Airports are at \$4.50.

New PFC Application (PFC #17)

GMIA's most recent CIP update has led to the need to add 13 new projects to the PFC program as PFC Application No. 17 and amending a prior application 15.01 increasing PFC total collections by \$34,482,645 for PFC 17 and \$4,098,210 for PFC 15.01 amendment. For PFC Projects # 17.07 & 17.11, the two bonded projects, PFC principal is calculated at \$8,862,500. The application will be initially submitted at \$3.00; however, it will be later amended to \$4.50, after the previous applications are amended. Amendments are planned for PFC Applications #10, #12, #13, #14, #15 and #16 when additional information has been prepared and the FAA review process has been completed. These future amendments will continue the current PFC collection rate of \$4.50.

An Airline consultation on this PFC application #17 and the amendment for PFC application #15.01 was held on November 29, 2012. The Airlines serving General Mitchell International Airport have concurred with this application.

As is indicated, upon the FAA's approval of PFC application # 17 and the amendment to PFC 15.01, the County's PFC collection authority will increase from the current authorized amount by \$38,580,855, from \$357,836,429 to \$396,417,284, over the life of the program. And, the PFC collection end date will be extended to approximately December 1, 2026.

All of the projects have been previously approved by the County Board or have been included in the 2013 Capital Project Budget.

(continued on next page)

The following projects will be submitted with PFC Application # 17:

<b>Table 1</b>						
<b>Proposed PFC 17 Projects and Funding Sources</b>						
<b>PFC #</b>	<b>Title/Description</b>	<b>Project Cost</b>	<b>Other Funding</b>	<b>PAYGO or Capital</b>	<b>Bond Fin. &amp; Int.</b>	<b>Total PFCs</b>
17.01	Taxiway B Reconstruction	\$2,967,000	\$2,373,600	\$593,400		\$593,400
17.02	Perimeter Fencing	\$2,932,625	\$2,544,625	\$388,000		\$388,000
17.03	Perimeter Road Bridge Over Howell Ave. - Design and Construction	\$7,600,000	\$6,650,000	\$950,000		\$950,000
17.04	Cargo Deicer Pads - Construction	\$80,000	\$0	\$80,000		\$80,000
17.05	Perimeter Road Extension (128th to College Avenue)	\$1,100,000	\$962,500	\$137,500		\$137,500
17.07	Baggage Claim Area Expansion - Construction	\$50,768,000	\$45,768,000	\$5,000,000	\$5,980,000	\$10,980,000
17.10	New Passenger Loading Bridges and Related Improvements - Design and Construction	\$2,500,000	\$0	\$2,500,000		\$2,500,000
17.11	Redundant Main Electric Service Feed - Construction	\$7,726,000	\$3,863,000	\$3,863,000	\$4,620,148	\$8,483,148
17.12	Expansion of Fleet Portion of Combined Maintenance Facility - Construction	\$1,196,180	\$853,750	\$342,430		\$342,430
17.14	Terminal Roadway Signage - Construction	\$2,850,000	\$350,000	\$2,500,000		\$2,500,000
17.15	Runway 7R Deicer Pad - Design and Construction	\$13,200,000	\$5,784,333	\$7,415,667		\$7,415,667
17.16	Taxiway R & R3 Planning and Design	\$400,000	\$350,000	\$50,000		\$50,000
17.17	ALP completion/AGIS	\$500,000	\$437,500	\$62,500		\$62,500
	<b>PFC 17 Projects Totals (13 projects)</b>	<b>\$93,819,805</b>	<b>\$69,937,308</b>	<b>\$23,882,497</b>	<b>\$10,600,148</b>	<b>\$34,482,645</b>
15.01	NCP-Phase II Residential sound Insulation Program - Amend	\$45,080,310	\$40,982,100	\$4,098,210		\$4,098,210
	<b>Total</b>					<b>\$38,580,855</b>

A brief description of the new projects being requested in PFC Application # 17 is attached.

**RECOMMENDATIONS**

Airport staff recommends that the Milwaukee County Board of Supervisors approve the submittal of PFC Application # 17 requesting that an additional 13 projects and an amendment to PFC application 15.01 be included in the PFC program increasing authorized PFC funding by \$38,580,855.

**FISCAL NOTE**

Approval of new and amended project recommendations to PFC Application # 17 for 13 additional projects will increase authorized PFC funding by \$34,482,645 and for PFC application #15.01 amendment \$4,098,210 for a grand total \$38,580,855 increase in the County's PFC Program. The estimated charge expiration date at the proposed PFC collection rate is December 1, 2026. The MKE PFC will be \$3.00 per passenger with this application. However, PFC 17 will be amended to \$4.50 in the future.

All Airport Capital Improvement Projects, included PFC application # 17 projects, have been approved in previous years, or have been submitted for approval, as part of the normal County Budget approval processes (2013).

Prepared by: Patricia M Walslager, Deputy Airport Director, Finance & Administration

Approved by:

\_\_\_\_\_  
Brian Dranzik, Interim Director  
Department of Transportation

\_\_\_\_\_  
C. Barry Bateman  
Airport Director

**ATTACHMENT TO REPORT – PFC 17  
DESCRIPTION OF PFC PROJECTS**

**PFC 17.01 Taxiway B Reconstruction (CIP # 221, WA165)**

**Application Type:** Impose and Use

**Project Description:**

The segment of Taxiway B between Taxiways A1 and A2 currently consists of 4 inches of asphalt over a 12" concrete base and a 12" aggregate sub-base course. The Taxiway B segment being reconstructed is approximately 1,000 feet long by 75' in width plus fillets and a revised connection with Taxiway P. Total SY of taxiway pavement is 13,350, not including shoulders. The taxiway is planned to be completely reconstructed with a new aggregate sub-base, a 6" econcrete base course and an 18" concrete surface course. The reconstruction will also include new asphalt shoulder pavement and new taxiway edge lighting. The location of the taxiway will also be shifted slightly to the north to improve the separation distance from the parallel Taxiway A.

**PFC PROJECT 17.02 Perimeter Fencing (CIP #233, WA125)**

**Application Type:** Impose and Use

**Project Description:**

The project will replace the remaining fencing around the perimeter of the airport, over the next 10 years (2010-2019). The project will replace approximately 21,000 LF of fencing. The new fence will be ten (10) foot high, topped with three (3) strands of barbed wire, and having an additional two (2) foot of fabric buried below grade. See the attached diagram of the remaining areas needing replacement.

The 2011 project (included in this project) replaced 4,000 LF of fence extending along East Layton Ave. from the northeast corner of the airport to just east of the north FBO hanger, including the entire perimeter of the 19R observation lot. The balance of the perimeter fencing has been replaced over the past several years as other projects or specific security concerns have arisen.

**PFC 17.03 Perimeter Road Bridge Over Howell Ave. – Design and Construction (CIP 247, WA 163)**

**Application Type:** Impose and Use

**Project Description:**

This project will design and construct a vehicle bridge on the south side of Runway 7R/25L at Citation Way similar to the existing bridge that crosses Howell Avenue and provides access from the Terminal to the Cargo Ramp and hangars located north of Runway 7R-25L. This bridge will be tied into a perimeter road network located within the Secured Area of the airport that will enable vehicles to access all areas of the airfield without the need to cross open taxiways and runways or to travel on public streets. This will be a 2-lane bridge with shoulders, concrete paved. Application 16 contained the planning and preliminary design work, while this project will fund the detailed design, construction drawings and construction.

**PFC 17.04 Cargo Deicer Pads – Construction (CIP 250B, WA 147)**

**Application Type:** Impose and Use

**Project Description:**

Construct a "passive" storm water and deicing fluid collection system at the cargo ramp. A trench drain collection system will be designed along the east end of the cargo ramp which will capture the liquids draining from the ramp. The runoff liquid will be directed to a sump/crock containment system and subsequently pumped to a temporary above ground storage tank for treatment

PFC 17.05 Perimeter Road Extension (128<sup>th</sup> to College Avenue) (CIP 252, WA166)

**Application Type:** Impose and Use

**Project Description:**

This project will extend the perimeter road in the southeast corner of the Airport from the south end of the 128th Air Refueling Wing to the existing road just north of College Avenue. This road extension will be tied into the existing secured perimeter road network. The road extension will be approximately 2,750 feet long and 24 feet wide.

PFC 17.07 Baggage Claim Area Expansion – Construction (CIP 409, WA042)

**Application Type:** Impose and Use

**Project Description:**

The expansion includes a total renovation and expansion of capacity of the approximate 45,000 square foot building including the heating ventilating and air conditioning (HVAC) system, construction of a new roof, new lighting for the interior, new lighting for the exterior roadway, new baggage conveyors and carousels, other sidewalk improvements, as well as a basic replacement of the existing canopy to cover the walkways and part of the road.

PFC 17.10 New Passenger Loading Bridges and Related Improvements - Design and Construction (CIP 439A&B, WA153)

**Application Type:** Impose and Use

**Project Description:**

Purchase and install 4 new three tunnel loading bridges with ground power and pre-conditioned air units; retain a consultant to design the building modifications necessary for concourse level jet bridge boarding; extend electrical power to the loading bridges; install a second-level door; move the security area to the second floor level; connect the gate to the Flight Information Display System (FIDS); and construct a podium for use by the airline. These bridges will be replacing existing loading bridges which are 30 or more years old.

PFC 17.11 Redundant Main Electric Service Feed – Construction (CIP 511B, WA149)

**Application Type:** Impose and Use

**Project Description:**

This project will construct a second two-line electric power service from WE Energies to serve the Terminal Building from a different location than the service feeders that currently exist entering the northwest side of the terminal. The new electrical service equipment required for this project would be similar to that at the Howell Avenue Service Substation and in the Power House currently utilized for provision of the existing primary service to the Terminal. In addition, the project will increase the electrical capacity at the Power House from approximately 4.3 MVA to approximately 8.6 MVA, and the new capacity at the second switchgear location will also be 8.6 MVA. The design work for this project was approved in PFC Application 16.10.

PFC 17.12 Expansion of Fleet Portion of Combined Maintenance Facility – Construction (CIP 516B, WA 148)

**Application Type:** Impose and Use

**Project Description:**

Using design documents provided by PFC Project 15.12, GMIA will construct an approximately 1,500 square feet expansion of the Fleet Maintenance portion of the Combined Maintenance Facility to allow for the entry of the combination broom/plow units to provide for their safe and efficient maintenance. The Fleet Maintenance portion of the building located at the south shop area at GMIA has maintenance bays with a length of 72 feet, approximately the length of the broom/plow units. With the garage doors closed, the maintenance bays are too short to allow GMIA's new combination broom/plow units to be serviced.

PFC 17.14 Terminal Roadway Signage – Construction (CIP 519C, WA161)

**Application Type:** Impose and Use

**Project Description:**

Application 16 included the design work for this project. This project will provide replacement terminal roadway signs that will address standardized and updated appearance, uniform and more efficient lighting, and structural and space capacity. The signs will all be located on terminal roadways on airport property.

PFC 17.15 Runway 7R Deicer Pad – Design and Construction (CIP 250C, WA158)

**Application Type:** Impose and Use

**Project Description:**

Design and construct an aircraft deicing pad at the Cargo Apron including all necessary infrastructure and utilities to support deicing operations. The deicing pad will be located at the west end of the airport between the Cargo Apron and Taxiway Alpha (A) and Taxiways Alpha 4 (A4) and Alpha 5 (A5). It is designed to support Runway 7R departures. Included in the project is the glycol collection system comprising of a trench drain, pump, and underground tanks. Also incorporated into this project are two snow melting units necessary to clear the snow from the deice pad and the adjacent Cargo Apron, as well as the construction of an "Ice House" or Ramp Control Tower Cab. The Ice House will be a space where the ramp controllers or deice pad commanders manage the aircraft and deice vehicle flow into and out of the deice pad in a safe and efficient manner.

PFC 17.16 Taxiway R & R3 – Planning and Design (CIP 224, WA112)

**Application Type:** Impose and Use

**Project Description:**

This project includes the planning and design to develop the plan documents for the entire Taxiways R, R3 and Q. The construction documents would be prepared in phases for bidding over the succeeding years. The design would provide for new aggregate sub-base, a 6" econcrete base course and an 18" concrete surface course. The design will also include new asphalt shoulder pavement and new taxiway edge lighting and circuit. The current Taxiway R (between Runway 7R-25L and Taxiway R4) and Taxiway R3 were each constructed in 1975 and have deteriorated significantly as a result of their heavy use for access to and from Runway 1L-19R. Runway 1L-19R is utilized for the majority of commercial airline arrivals and departures at GMIA and as a result Taxiway R is traveled by over half of all commercial aircraft traffic at GMIA. The most recent pavement condition inspection reports (from 2008 and 2010) indicate a pavement condition index (PCI) for these taxiways at below minimum service level and identify these as in need of major rehabilitation.

PFC 17.17 GMIA Airport Layout Plan/ AGIS (CIP 224, WA176)

**Application Type:** Impose and Use

**Project Description:**

Complete the Airport Layout Plan (ALP) prepared in 2009 by making all of the modifications required by the Wisconsin Bureau of Aeronautics (WBOA) and by the FAA. Additional adjustments to the ALP will be made to include updates and to reflect as-built conditions of all construction work that has been completed since 2009. An additional element of scope within this project will be to begin entry of GMIA ALP survey data into the FAA Airport Geographic Information System (AGIS). The FAA is implementing the AGIS to manage spatial data required to support safe and efficient aviation activities. All AGIS data entry made with this project will fully support and contribute to the eventual development of the eALP for GMIA when so mandated by the FAA.

PFC 15.01 (amendment) NCP – Phase II Residential Sound Insulation Program

**Application Type:** Impose and Use

**Project Description:**

Phase II of this program is being amended to increase the amount of PFC funding due to an increase in the estimated cost per dwelling. This project involves the voluntary sound insulation of noise-sensitive structures, including single-family, multi-family homes, and assisted care facilities. The program includes structures within the updated 65 DNL noise contour. Based upon the existing Noise Exposure Map and "squaring off" the eligibility boundary, there are approximately 560 dwelling units, approximately 700 single or multifamily housing units, that are eligible for sound insulation. A pilot group of eleven homes were completed in 2011. It is anticipated that the program will complete treatment of an additional 137 homes in 2012 for a Phase II program total of 148 by year end. Homes are located in the City of Milwaukee, City of St. Francis, City of Cudahy, and City of Oak Creek that are within the FAA approved program boundary are considered for sound insulation eligibility. Additional eligibility factors are also considered, such as age of the structure, as required by FAA Federal Aviation Regulation Part 150 and FAA Airport Improvement Program (AIP) grant assurances.

(Item ) From the Director, Department of Transportation, requesting approval by the County Board of Supervisors to authorize GMIA to submit Passenger Facility Charge (PFC) Application #17 to the Federal Aviation Administration (FAA):

**RESOLUTION**

WHEREAS, GMIA's most recent CIP update has led to the need to add 13 new projects to the PFC program as PFC Application No. 17, increasing PFC total collections by \$34,482,645 and an amendment to PFC 15.01 by \$4,098,210; and

WHEREAS, an Airline consultation on this amendment application was held on November 29, 2012; and

WHEREAS, the Airlines serving General Mitchell International Airport concur with this application; and

WHEREAS, upon the FAA's approval of PFC application # 17 and the amendment to PFC 15.01, the County's PFC collection authority will increase from the current authorized amount by \$38,580,855, from \$357,836,429 to \$396,417,284, over the life of the program. And, the PFC collection end date will be extended to approximately December 1, 2026; and

WHEREAS, the thirteen (13) new projects to be added to the Milwaukee County's General Mitchell International Airport PFC are:

<b>Table 1</b>						
<b>Proposed PFC 17 Projects and Funding Sources</b>						
<b>PFC #</b>	<b>Title/Description</b>	<b>Project Cost</b>	<b>Other Funding</b>	<b>PAYGO or Capital</b>	<b>Bond Fin. &amp; Int.</b>	<b>Total PFCs</b>
17.01	Taxiway B Reconstruction	\$2,967,000	\$2,373,600	\$593,400		\$593,400
17.02	Perimeter Fencing	\$2,932,625	\$2,544,625	\$388,000		\$388,000
17.03	Perimeter Road Bridge Over Howell Ave. - Design and Construction	\$7,600,000	\$6,650,000	\$950,000		\$950,000
17.04	Cargo Deicer Pads - Construction	\$80,000	\$0	\$80,000		\$80,000
17.05	Perimeter Road Extension (128th to College Avenue)	\$1,100,000	\$962,500	\$137,500		\$137,500
17.07	Baggage Claim Area Expansion - Construction	\$50,768,000	\$45,768,000	\$5,000,000	\$5,980,000	\$10,980,000
17.10	New Passenger Loading Bridges and Related Improvements - Design and Construction	\$2,500,000	\$0	\$2,500,000		\$2,500,000
17.11	Redundant Main Electric Service Feed - Construction	\$7,726,000	\$3,863,000	\$3,863,000	\$4,620,148	\$8,483,148
17.12	Expansion of Fleet Portion of Combined Maintenance Facility - Construction	\$1,196,180	\$853,750	\$342,430		\$342,430
17.14	Terminal Roadway Signage - Construction	\$2,850,000	\$350,000	\$2,500,000		\$2,500,000
17.15	Runway 7R Deicer Pad - Design and Construction	\$13,200,000	\$5,784,333	\$7,415,667		\$7,415,667
17.16	Taxiway R & R3 Planning and Design	\$400,000	\$350,000	\$50,000		\$50,000
17.17	ALP completion/AGIS	\$500,000	\$437,500	\$62,500		\$62,500

	<b>PFC 17 Projects Totals (13 projects)</b>	<b>\$93,819,805</b>	<b>\$69,937,308</b>	<b>\$23,882,497</b>	<b>\$10,600,148</b>	<b>\$34,482,645</b>
<b>15.01</b>	<b>NCP-Phase II Residential sound Insulation Program - Amend</b>	<b>\$45,080,310</b>	<b>\$40,982,100</b>	<b>\$4,098,210</b>		<b>\$4,098,210</b>
	<b>Total</b>					<b>\$38,580,855</b>

27  
28  
29  
30  
31  
32  
33  
34

BE IT RESOLVED, that the Airport Director be authorized to submit PFC Application # 17, requesting that an additional 13 projects be included in the PFC program increasing authorized PFC funding by \$34,482,645 and an amendment to PFC 15.01 in the amount of \$4,098,210.

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\3) FINAL REPORTS\RESOLUTION - PFC 17.docx

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:**    **October 30, 2012**

Original Fiscal Note           

Substitute Fiscal Note       

**SUBJECT: SUBMITTAL OF AIRPORT PASSENGER FACILITY CHARGE (PFC)  
APPLICATION #17**

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

Approval of new and amended project recommendations to PFC Application # 17 for 13 additional projects will increase authorized PFC funding by \$34,482,645 and for PFC application #15.01 amendment \$4,098,210 for a grand total \$38,580,855 increase in the County's PFC Program. The estimated charge expiration date at the proposed PFC collection rate is December 1, 2026. The MKE PFC will be \$3.00 per passenger with this application. However, it is anticipated that PFC 17 will be amended to \$4.50 in the future.

All Airport Capital Improvement Projects, included PFC application # 17 projects, have been approved in previous years, or have been submitted for approval, as part of the normal 2013 County Budget approval processes.

**There is no tax levy impact.**

Department/Prepared by: Patricia M Walslager, Deputy Airport Director, Finance & Administration

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

Did DAS-Fiscal Staff Review?  Yes  No  
Reviewed by:

H:\Private\Clerk Typist\Aa01\TPW&T 12\12- Dec 2012\3) FINAL REPORTS\FISCAL NOTE - PFC 17.doc

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

**COUNTY OF MILWAUKEE  
Inter-Office Communication**

**Date:** November 19, 2012

**To:** Supervisor Willie Johnson, Jr., Co-Chair, Committee on Finance, Personnel & Audit  
Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel & Audit  
Supervisor Michael Mayo, Chair, Committee on Transportation, Public Works & Transit

**From:** Jerome J. Heer, Director of Audits

**Subject:** Status Report – Audit of County Preventive Maintenance Program (File No. 10-389)

At its meeting on October 28, 2010, the Committee on Finance and Audit passed a motion to refer our audit report “Milwaukee County Needs to Commit to a Preventive Repair & Maintenance Program to Ensure Public Safety,” to the Committee on Transportation, Public Works and Transit to “read the response from Public Works and develop a plan to move forward.”

At the Committee on Transportation, Public Works and Transit meeting on January 19, 2011, a motion to receive and place the report on file was approved. Additionally, the Committee Chair directed that a report be brought back in six months on the progress of the inspections, recommendations for the 2012 budget, and a list of all 902 County buildings. In response to this directive, the Department of Transportation and Public Works (DTPW) submitted a report dated August 22, 2011, to your respective committees.

Subsequently, two status reports noting the progress made toward implementation of our audit recommendations were submitted to the Committees. Dates the status reports were presented to the Committees, along with any action taken are listed below.

- 09/14/11:** TPW&T Committee – Informational, no action taken.
- 09/22/11:** F&A Committee – Informational, no action taken. However, it was noted that the Audit Department will provide a status report in the March 2012 committee cycle.
- 02/29/12:** TPW&T Committee – Informational, motion passed to receive and place on file.
- 03/08/12:** F&A Committee – Informational, no action taken.

DAS management describes its recent efforts and plans to implement the outstanding recommendations in the current status report, attached for your review. As noted in the report, additional progress will be made regarding the majority of the recommendations with resources made available in the 2013 adopted budget.

However, at this point only one of the seven recommendations has been implemented. Based on our discussions with DAS management, it was expected that the assessment and inspection team initially included in the 2011 Adopted Budget would be tasked with addressing the remaining six recommendations. Creation of this team has been delayed due to fiscal restraints until 2013.

Supervisor Willie Johnson, Jr., Co-Chair, Committee on Finance, Personnel & Audit  
Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel & Audit  
Supervisor Michael Mayo, Chair, Committee on Transportation, Public Works & Transit  
November 19, 2012  
Page Two

However, the existence of this team is not necessary to address all open recommendations. For example, work could be done currently to address Recommendation No. 6, which calls for all Preventive Maintenance Units to review all outstanding open deficiencies to ensure they are properly classified. Of particular concern at the time the report was issued over two years ago were the 308 deficiencies noted in the computer asset system's Life Safety category as Priority 1 – Currently Critical. This review has yet to be completed.

Given the potential consequences associated with continued delays in implementing this recommendation, we will request quarterly status reports from the Department of Administrative Services.

This status report is informational.



Jerome J. Heer

JJH/PAG/cah

Attachment

cc: Scott Manske, Milwaukee County Comptroller  
Finance, Personnel & Audit Committee Members  
Transportation, Public Works & Transit Committee Members  
Chris Abele, Milwaukee County Executive  
Patrick Farley, Director, Department of Administrative Services  
Jim Burton, Director, Facilities Management, Dept. of Administrative Services  
Greg High, Director, Arch. & Eng. Services, Dept. of Administrative Services  
Julie Esch, Budget & Policy Administrator, Dept. of Administrative Services  
Kelly Bablitch, Chief of Staff, County Board Staff  
Steve Cady, Research Analyst, County Board Staff  
Martin Weddle, Research Analyst, County Board Staff  
Carol Mueller, Chief Committee Clerk  
Jodi Mapp, Committee Clerk, County Board Staff

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

<p>1. Draft a policy, for County Board consideration, establishing minimum standards for assessing, inspecting and maintaining proper building conditions.</p>		X			No	Yes	<p><b>August 2011 Response:</b>                      A policy appears to already be in place. Section 56.20 of the County Ordinances states "Administration of all public works projects shall be the function of and centralized in the Department of Transportation and Public Works". Administration is defined to include "establishment of a program for maintaining structural integrity of all capital improvements and routine major maintenance." Based on existing County Ordinance Section 56.20, DTPW staff is developing a DTPW Director mandated county-wide annual building inspection program for "maintaining structural integrity of all capital improvements and routine major maintenance."</p> <p>In the 2011 Adopted Budget 5 skilled trade positions (Inspection Unit) were created in the DTPW Director's Office but not funded for Building Inspections. Once this DTPW inspection team has been assembled, they will visit all County facilities on an annual basis using a recently developed "Inspection Manual for Building Components and Other Structures". The inspections performed by this unit would take into account the VFA data, as well as pending capital requests for each building. The Property Management (PM) Units will be provided a list of deficiencies that the inspectors have found on each building. This notification process would provide a record of current building condition, and highlight the immediate necessary remedies that would make sure public safety is not compromised. Inspection reports will be generated and submitted to the PM Units with the directive to implement any repair or removal of imminent threat to employee or public safety. If, upon revisiting the facilities, the directed repair or removal of imminent threats has not been completed, a report to the County Board will be generated.</p>
--	--	---	--	--	----	-----	---

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>Concurrently. DTPW recognizes that PM Units will want to be proactive in confirming that the buildings they are responsible for maintaining are in compliance. In January of each year, all PM Units will be required to submit to the Director of DTPW a copy of an inspection checklist that they completed for each appropriate building and/or structure for which they are responsible. A listing of buildings will be established with and for each PM Unit. A similar process will be established for all County buildings leased, operated and maintained by third parties</p> <p><b><u>February 2012 Response:</u></b></p> <p>The policy required for establishing minimum standards for assessing, inspecting and maintaining proper building conditions is in place.</p> <p>In the February 2012 committee cycle, the County Board approved revisions to Chapters 44 and 56 of the Code of Ordinances as it pertains to contract of a public works nature based on the provisions of the 2012 Adopted Budget. As a result, based on existing County Ordinance Section 56.20, DAS-Facilities Management Division (DAS-FM) staff is developing a DAS Director mandated county-wide annual building inspection program for "maintaining structural integrity of all capital improvements and routine major maintenance."</p> <p><b><u>November 2012 Response</u></b></p> <p>Per the 2013 Adopted Budget for Milwaukee County, a Support Services Section is created in Facilities Management Division that includes the Facilities Assessment Team. The team includes 1.0 FTE Architect.</p>
--	--	--	--	--	--	--	---

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							2.0 FTE Heating and Equipment Mechanic and 1.0 FTE Electrical Mechanic to develop action plans to address overall facilities maintenance/repairs and façade inspections countywide and integration with the VFA database. For 2013, the Team will be funded with one-time capital funding (WO949 – Inventory Assessment) that was approved in a March 2012 fund transfer. Future funding for assessments and inspections will be achieved through a cross-charge methodology to be developed in 2013, based upon the action plans
2. Request sufficient funding to perform proactive, cyclical assessments and inspections of County-owned infrastructure assets.					Yes	No	<p><b>August 2011 Response:</b>                      In 2010, DTPW requested and received funding of \$1.6 million in the adopted 2011 Capital Budget to assess the condition of all County facilities that had not yet been included in DTPW's existing Building Inventory and Assessment Program (VFA). \$1.2 million was provided from the UWM land sale revenue and \$400,000 was provided from various airport accounts for airport facilities. Building assessment tasks at the airports are ongoing. All other assessments have been delayed due to a delay in receipt of the funding revenue from land sales.</p> <p>The process of performing assessments and inspections is the first step in understanding the extent of building condition. From the inspection, a determination must be made regarding the severity of the structural condition and the immediacy of the repair. Therefore, in terms of establishing funding for assessments and inspections, the process must be broken down into three parts; building assessment and inspection, cost of repair and the timeframe for repair. This must be done for interior as well as exterior assessments.</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>DTPW is proposing an Inspection Unit identified earlier. This unit will inevitably refine the inspection and assessment process over time producing better cost estimating for such services. In the mean time, establishing a cost base line for cyclical assessments and inspections will be based on recent work performed by the façade inspections done county owned buildings. Costs for façade evaluations are expected to be \$350,000 to \$400,000 annually based on inspections required by City ordinances. Necessary repairs needed based on inspection findings are difficult to estimate given the variety of building materials and their costs and the extent of the needed repair.</p> <p>Interior evaluations could be performed for a cost of roughly \$150,000 to \$200,000 annually assuming 120 buildings would be inspected once every 5 years. This level of analysis would be done using the expertise of the inspection unit with necessary repair work being the responsibility of the owner department.</p> <p><b><u>February 2012 Response:</u></b></p> <p><b>ORGANIZATIONAL CHANGES BEING IMPLEMENTED</b></p> <p>In the 2011 Adopted Budget, 5 skilled trade positions (Inspection Unit) were created in the DTPW Director's Office but not funded for Building Inspections. In the 2012 Adopted Budget these positions remain unfunded in the budget of the Director of the Department of Transportation (DOT). These positions will be reallocated to DAS-Facilities Management Division in 2013. Also in the 2012 Adopted Budget certain significant organizational changes within DAS were approved that are currently being implemented. This involves filling newly created positions of the DAS-FM</p>
--	--	--	--	--	--	--	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>Director, the Director of the Sustainability Section of DAS-FM and the Manager of the Facilities Maintenance Section of DAS-FM as well as the existing position of Mechanical Services Manager. Some of these positions are in the process of recruitment and others are proceeding through the HR process. Filling of supervisory skilled trade positions now vacant due to retirements is also ongoing but finding qualified candidates is taking significantly more time than anticipated due to several factors including uncertainty of the County's fiscal status and labor relations and competition with the private sector.</p> <p>Anticipating that these leadership positions will be filled by mid-year, the department plans to further formalize the "Inspection Unit" concept that requires visiting all County facilities on an annual basis using a recently developed "Inspection Manual for Building Components and Other Structures". This was described in the 8/22/11 DTPW report and 8/30/12 Audit report to the County Board. These revisions may delay the implementation of this concept but a more centralized and efficient inspection program will result.</p> <p>On a related initiative, per the 2012 Adopted Budget, DAS-FM is in the process of negotiating a contract with consulting firm of CB Richard Ellis to deliver a Comprehensive Facilities Plan for County buildings.</p> <p>Reallocation of existing or additional fiscal resources may be required for further implementation in the 2013 budget .</p> <p>In the interim, DAS-FM is emphasizing to PM Units that they need to be proactive in confirming that the buildings they are responsible for maintaining are in compliance. In January of each year, all PM Units will be required to submit to the</p>
--	--	--	--	--	--	--	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>Director of DAS-FM a copy of an inspection checklist that they completed for each appropriate building and/or structure for which they are responsible. A listing of buildings will be established with and for each PM Unit. A similar process will be established for all County buildings leased, operated and maintained by third parties.</p> <p><b>OUTCOME AND STATUS OF RECENT ASSESSMENTS AND INSPECTIONS OF COUNTY-OWNED INFRASTRUCTURE ASSETS</b></p> <p>The process of performing assessments and inspections is the first step in understanding the extent of building condition. From the inspection, a determination must be made regarding the severity of the structural condition and the immediacy of the repair. Therefore, in terms of establishing funding for assessments and inspections, the process must be broken down into three parts; building assessment and inspection, cost of repair and the timeframe for repair. This must be done for interior as well as exterior assessments.</p> <p><u>Building Inventory and Assessment Program (VFA)</u></p> <p>In 2010, DTPW requested and received funding of \$1.6 million in the adopted 2011 Capital Budget to assess the condition of all County facilities that had not yet been included in DTPW's existing Building Inventory and Assessment Program (VFA). \$1.2 million was provided from the UWM land sale revenue and \$400,000 was provided from various airport accounts for airport facilities. Building assessment tasks at the airports are ongoing. All other assessments have been delayed due to a delay in receipt of the funding revenue from land sales.</p>
--	--	--	--	--	--	--	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p><u>Annual Budget Allocation</u></p> <p>DAS-FM is proposing an Inspection Unit as identified above. This unit will inevitably refine the inspection and assessment process over time producing better cost estimating for such services. In the mean time, establishing a cost base line for cyclical assessments and inspections will be based on recent work performed by the façade inspections done county owned buildings. Costs for façade evaluations are expected to be \$350,000 to \$400,000 annually based on inspections required by City ordinances. Necessary repairs needed based on inspection findings are difficult to estimate given the variety of building materials and their costs and the extent of the needed repair.</p> <p>Interior evaluations could be performed for a cost of roughly \$150,000 to \$200,000 annually assuming 120 buildings would be inspected once every 5 years. This level of analysis would be done using the expertise of the inspection unit with necessary repair work being the responsibility of the owner department.</p> <p><b><u>November 2012 Response</u></b> See Item #1</p>
--	--	--	--	--	--	--	--

3. Draft a framework for consolidating all property management functions within DTPW to ensure focused, streamlined building management in a manner that ensures the safety of the public and County employees.		X			No	Yes	<p><b><u>August 2011 Response:</u></b> DTPW agrees that consolidation of all county owned property should be under one property management function as proposed both by an earlier audit report as well as a previous budget request. A stand-alone Department could be created to ensure building management is streamlined and that maintenance of county owned property is prioritized in an unbiased manner with safety as the priority.</p>
---	--	---	--	--	----	-----	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							<p>Dept. of Audit Comment: We reiterate our recommendation that a framework be drafted which consolidates all property management functions Countywide within DTPW to provide the benefits noted in our report.</p> <p><b><u>February 2012 Response:</u></b></p> <p>DAS agrees that consolidation of all county owned property should be under one property management function as proposed both by an earlier audit report as well as a previous budget request. As out-lined in the 2012 Adopted Budget and in subsequent informational reports to the County Board, DAS-FM has been created to ensure building management is streamlined and that maintenance of county owned property is prioritized in an unbiased manner with safety as the priority. The adopted budget action creating DAS-FM is the first step in consolidating all property management functions Countywide within DAS to provide the benefits noted in the 2010 Audit report. Subsequent budget initiatives to further consolidate all property management functions Countywide under DAS-FM are anticipated in 2013.</p> <p>On a related initiative, per the 2012 Adopted Budget, DAS-FM is in the process of negotiating a contract with consulting firm of CB Richard Ellis to deliver a Comprehensive Facilities Plan for County buildings and properties. This plan will provide a strategy, timeline and cost estimates to implement the Milwaukee County property management strategic plan.</p> <p><b><u>November 2012 Response</u></b></p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							The CB Richard Ellis report will be finalized in December of 2012. Facilities Management will then begin the process of assessing the next steps for facility consolidation countywide. This assessment will begin in January of 2013.
4. Establish a protocol that ensures that data concerning repair and maintenance work completed to address identified deficiencies are input into VFA, and that completed work be archived as appropriate.		X			No	Yes	<p><b>August 2011 Response:</b> For many of the public works capital budget projects, DTPW is already working on inputting data concerning repair and maintenance work completed to address identified deficiencies into VFA, and that completed work be archived as appropriate. For most other public works projects performed for the Owner departments by T&amp;M contractors or by county staff, DTPW still needs to coordinate with the Owner Departments to make the data available to DTPW.</p> <p>DTPW staff is working with all PM Units to develop a process and procedure that ensures data concerning repair and maintenance work completed to address identified deficiencies are input into VFA, and that data on the completed work is archived as appropriate. This will include access and training on the appropriate property management software.</p> <p><b>February 2012 Response:</b> For many of the public works capital budget projects, DAS-FM staff is already working on inputting data concerning repair and maintenance work completed to address identified deficiencies into VFA, and that completed work be archived as appropriate. For most other public works projects performed for the Owner departments by T&amp;M contractors or by county staff, DAS-FM still needs to coordinate with the Owner Departments to make the data</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							<p>available to DAS-FM.</p> <p>DAS-FM staff is working with all PM Units to develop a process and procedure that ensures data concerning repair and maintenance work completed to address identified deficiencies are input into VFA, and that data on the completed work is archived as appropriate. This will include access and training on the appropriate property management software.</p> <p><b>November 2012 Response</b>                      Protocols will be established upon hiring of the Facilities Assessment Team. The Team will work with all PM Units as discussed in the February 2012 response.</p>
5. Ensure that assessment results are discussed with PM units prior to entering the data into VFA. If disagreement exists, establish a procedure for arbitrating the disagreement, and for subsequently identifying such deficiencies within VFA.		X			No	Yes	<p><b>August 2011 Response:</b>                      DTPW staff has put in place a review process allowing for adequate opportunities for PM Unit staff to review and comment on the data collected. A challenge to this process is the lack of staff and resources for the Owner department to allocate time for those with the expertise necessary. A procedure for arbitrating any disagreement between DTPW and the PM Units will be developed that allows subsequent identifying such deficiencies within VFA.</p> <p><b>February 2012 Response:</b>                      DAS-FM staff has put in place a review process allowing for adequate opportunities for PM Unit staff to review and comment on the data collected. A challenge to this process is the lack of staff and resources for the Owner department to allocate time for those with the expertise necessary. A procedure for arbitrating any disagreement between DAS-FM and the PM Units will be developed that allows subsequent consensus in identifying building system inventory, condition and deficiencies within the VFA</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>program.</p> <p><b>November 2012 Response</b>                      Protocols will be established upon hiring of the Facilities Assessment Team. The Team will work with all PM Units as discussed in the February 2012 response.</p>
6. Require PM units to review all open deficiencies and update VFA to reflect their proper status, with emphasis directed toward Priority 1, Life Safety deficiencies initially.		X			No	Yes	<p><b>August 2011 Response:</b>                      As a part of the DTPW Director mandated county-wide annual building inspection program being worked on by DTPW staff, the PM Units will be required to document their review of the VFA data.</p> <p>DTPW staff will work with all PM Units and DAS fiscal and budget staff to develop a process and procedure that requires PM Units to review all open deficiencies and update VFA to reflect their proper status, with emphasis directed toward budgeting in the operating or capital budget to address Priority 1, Life Safety deficiencies initially. Requested budget submittals will require back up documentation from the VFA database. This will process and procedure will include access and training on the appropriate property management software.</p> <p>A challenge to this process is the lack of staff and resources for the PM Unit to allocate time for those with the expertise necessary.</p> <p>Dept. of Audit Comment:                      Our recommendation was intended to confirm whether the open deficiency status noted in VFA was current and accurate, with attention focused first on Priority 1, Life Safety deficiencies. Once the status was confirmed, then the response by DTPW to budget for repair costs is an</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>appropriate natural extension of its corrective action.</p> <p>Until then, neither DAS involvement nor limitations with staff's knowledge of VFA functions should restrict PM units' ability to follow up on confirming the status of deficiencies noted as open in VFA as soon as practical.</p> <p><b><u>February Response:</u></b></p> <p>As a part of the DAS-FM Director mandated county-wide annual building inspection program being worked on by DAS_FM staff, the PM Units will be required to document their review of the VFA data.</p> <p>DAS-FM staff will work with all PM Units and DAS fiscal and budget staff to develop a process and procedure that requires PM Units to review all open deficiencies and update VFA to reflect their proper status, with emphasis directed toward budgeting in the operating or capital budget to address Priority 1, Life Safety deficiencies initially. Requested budget submittals will require back up documentation from the VFA database. This process and procedure will include access and training on the appropriate property management software.</p> <p>A challenge to this process is the lack of staff and resources for the PM Unit to allocate time for those with the expertise necessary.</p> <p>It is not DAS involvement and/or limitations with staff's knowledge of VFA functions but lack of staff and resources for the PM Unit to allocate time for those with the expertise necessary that restricts PM units' ability to follow up on confirming the status of deficiencies noted as</p>
--	--	--	--	--	--	--	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							<p>open in VFA as soon as they should.</p> <p><b><u>November 2012 Response</u></b>                      Upon hiring of the Facilities Assessment team and review of the CBRE report, DAS-FM will work with DAS fiscal and budget staff regarding Priority 1, life Safety deficiencies. Some of these Priority 1 projects will be addressed in the 2013 capital improvement program.</p> <p>In the meantime, the Facilities Assessment Coordinator is working routinely with departments' PM units to determine which Priority 1 and other life/safety projects have been completed. Information provided by the departments is then entered directly into the VFA by the Facilities Assessment Coordinator.</p>
7. Develop a strategy and timetable for using existing systems in the County, and/or other available systems, to achieve a comprehensive property management system to become fully operational for preparation of the 2013 County Budget.		X			No	Y Yes	<p><b><u>August 2011 Response:</u></b>                      Based on existing County Ordinance Section 56.20, DTPW staff is developing a DTPW Director mandated county-wide annual building inspection program for "maintaining structural integrity of all capital improvements and routine major maintenance." In the 2011 Adopted Budget 5 skilled trade positions were created but not funded for Building Inspections. Additionally, in 2010 consultants hired by DTPW found approximately \$2.9 million in repairs that were needed in 2011 for the buildings that were inspected in 2010. The money that was earmarked to make those repairs came from the UWM Land Sales. When the land sales were deferred, funding was lost to make the repairs in 2011. In February of 2011 and again in April reports were sent to the County Board highlighting these issues. The County will need to plan for funding in 2012 to make these repairs and fund the inspection team positions. Once the DTPW inspection team has been assembled, they will be visiting all County facilities on an annual basis using a</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>recently developed "Inspection Manual for Building Components and Other Structures". Inspection reports will be generated and submitted to the PM Units with the directive to implement any repair or removal of imminent threat to employee or public safety. If, upon revisiting the facilities, the directed repair or removal of imminent threats has not been completed, a report to the County Board will be generated.</p> <p>A challenge to this process is the lack of staff and resources for the PM Units to allocate time for those with the expertise necessary.</p> <p>While some existing systems may be appropriate for certain activities, newer systems may be available that create a single source for warehousing data, estimating costs, track progress and generating reports for multiple users. Therefore, DPTW staff will perform an analysis of the current county data systems, along with the possible integration of new systems including enterprise GIS, to provide a streamlined approach to building condition and assessment management.</p> <p><b>February 2012 Response:</b> Based on existing County Ordinance Section 56.20, DAS-FM staff is developing a DAS Director mandated county-wide annual building inspection program for "maintaining structural integrity of all capital improvements and routine major maintenance." In the 2011 Adopted Budget 5 skilled trade positions were created but not funded for Building Inspections. Additionally, in 2010 consultants hired by DTPW found approximately \$2.9 million in repairs that were needed in 2011 for the buildings that were inspected in 2010. The money that was earmarked to make those</p>
--	--	--	--	--	--	--	---

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	

							<p>repairs came from the UWM Land Sales. When the land sales were deferred, funding was lost to make the repairs in 2011. In February of 2011 and again in April reports were sent to the County Board highlighting these issues.</p> <p>In September, 2011 a fund transfer from DAS-Fiscal was approved by the County Board to provide \$1,015,441 in sales tax proceeds to complete façade repairs on buildings in 9 different County Departments. On 9/29/2011, the DTPW Director sent a letter to the impacted department heads and their appropriate staff with a description, budget and timeline for completing these repairs. These repairs are currently ongoing</p> <p>DAS-FM is anticipating a fund transfer in 2012 to provide the remaining funding required to assess the condition of all County buildings that have not yet been included in the VFA Building Inventory and Assessment database.</p> <p>DAS agrees that consolidation of all county owned property should be under one property management function as proposed both by an earlier audit report as well as a previous budget request. As out-lined in the 2012 Adopted Budget and in subsequent informational reports to the County Board, DAS-FM has been created to ensure building management is streamlined and that maintenance of county owned property is prioritized in an unbiased manner with safety as the priority. The adopted budget action creating DAS-FM is the first step in consolidating all property management functions Countywide within DAS to provide the benefits noted in the 2010 Audit report. Subsequent budget initiatives to further consolidate all property management functions Countywide under DAS-FM are anticipated in 2013.</p>
--	--	--	--	--	--	--	--

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							<p>On a related initiative, per the 2012 Adopted Budget, DAS-FM is in the process of negotiating a contract with consulting firm of CB Richard Ellis to deliver a Comprehensive Facilities Plan for County buildings and properties. This plan will provide a strategy, timeline and cost estimates to implement the Milwaukee County property management strategic plan</p> <p>Once the DAS-FM inspection team has been assembled, they will be visiting all County facilities on an annual basis using a recently developed "Inspection Manual for Building Components and Other Structures". Inspection reports will be generated and submitted to the PM Units with the directive to implement any repair or removal of imminent threat to employee or public safety. If, upon revisiting the facilities, the directed repair or removal of imminent threats has not been completed, a report to the County Board will be generated.</p> <p>A challenge to this process is the lack of staff and resources for the PM Units to allocate time for those with the expertise necessary.</p> <p>While some existing systems may be appropriate for certain activities, newer systems may be available that create a single source for warehousing data, estimating costs, track progress and generating reports for multiple users. Therefore, DAS-FM staff will perform an analysis of the current county data systems, along with the possible integration of new systems including enterprise GIS, to provide a streamlined approach to building condition and assessment management.</p>

**STATUS OF IMPLEMENTING DEPARTMENT OF AUDIT REPORT RECOMMENDATIONS**

**Audit Title:** Milwaukee County Needs to Commit to a Preventive Maintenance Program to Ensure Public Safety

**File no. of Audit Rpt:** 10-389

**Audit Date:** October 2010

**Status Report Date:** November 19, 2012

**Department:** Transportation & Public Works

Number & Recommendation	Deadlines Established		Deadlines Achieved		Implementation Status		Comments
	Yes	No	Yes	No	Completed	Further Action Required	
							<p><b><u>November 2012 Response</u></b>                      Due to the limited resources available in the early part of 2012 and the expected December completion of the CB Richard Ellis comprehensive facilities plan, a comprehensive property management system will not become fully operational until 2013.</p>

COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION

Date: November 12, 2012

To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: James Burton, Director, Facilities Management Division, Department of Administrative Services

Subject: **WE Energies Request for a Gas Main Easement at Watertown Plank Road at the County Grounds – Action Item**

**ISSUE**

The Department of Administrative Services, Facilities Management Division (DAS-FM) respectfully requests authorization to grant to WE Energies a permanent easement so that WE Energies may construct, operate and maintain gas main improvements in and across the County Grounds.

**BACKGROUND**

The Wisconsin Department of Transportation (WisDOT) has been legislatively authorized to reconstruct the Zoo Interchange by the State of Wisconsin and by the Federal Highway Administration (FHWA) under various state and federal statutes and codes. Various utilities will be impacted by the proposed interchange improvements that affect the County Grounds, including a WE Energies gas distribution system that services County buildings and lessee buildings. WE Energies has requested a permanent easement to relocate sections of their gas main to address the conflicts with the interchange improvements along Watertown Plank Road. See attached draft easement 3251634 and associated exhibit.

DAS-FM has reviewed and approved WE Energies preliminary plans for the proposed gas main relocation. The final proposed gas main alignments were chosen to minimize the impact to County Grounds property. The proposed easement will provide the land rights to install, operate and maintain the gas main at no cost to the County. The project is scheduled to be completed in early 2013. All areas disturbed by the construction, operation or maintenance of the subject gas mains will be restored to DAS-FM specifications at no cost to the County. Appropriate County staff will review and approve all documents as required prior to execution.

**RECOMMENDATION**

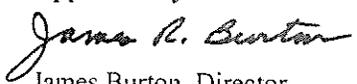
The Director of DAS-FM respectfully recommends that DAS-FM, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to WE Energies for the construction, operation and maintenance of gas mains as a part of their natural gas distribution system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Karl Stave, Civil & Site Development Engineer

**Recommended by:**

  
Greg High, Director  
Architecture, Engineering &  
Environmental Services Section

**Approved by:**

  
James Burton, Director  
Facilities Management Division  
Dept. of Administrative Services

Attachments: Draft WE Energies Gas Easement

cc: Chris Abele, County Executive  
Marina Dimitrijevic, County Board Chairwoman  
Supervisor Jim Luigi Schmitt, District 6  
Kimberly Walker, Corporation Counsel  
Patrick Farley, Director, Department of Administrative Services (DAS)  
James Burton, Director, Facilities Management Division, DAS  
Pam Bryant, Office of the Comptroller  
Greg High, Director, AE&ES (DAS-FM)  
Gary Waszak, DAS-FM

O:\WPDOC\SITEDEV\KSDSOC\Co Grounds\Zoo Interchange\WE Energies\WE easement WTP Rd.docx

**DISTRIBUTION EASEMENT  
UNDERGROUND  
GAS**

Document Number

WR NO. 3251634

For good and other valuable consideration which **MILWAUKEE COUNTY**, a **municipal body corporate**, together hereinafter referred to as "Grantor", acknowledges receipt of, grants and warrants to **WISCONSIN GAS LLC, doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land varying in width being a part of **Grantor's lands located in the NW 1/4 of Section 29, Township 7 North, Range 21 East**, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

**1. Purpose:**

(a) The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

**2. Buildings or Other Structures:** Grantor agrees that no structures requiring below-grade footings will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of the Wisconsin State electric and gas codes or any amendments to it. Structures with below-grade footings may be placed within the easement area only with Grantee's consent, which consent will not be unreasonably delayed or withheld.

**3. Elevation:** Grantor agrees that the elevation of the existing ground surface within the easement area will not be permanently altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.

**4. Construction; Access:**

(a) Grantee shall provide written notice to the Milwaukee County Grounds Facilities Management Division (DAS-FM) prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

RETURN TO:  
WISCONSIN ELECTRIC POWER COMPANY  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A440  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

379-9999-011, -017, -050, -051  
(Parcel Identification Numbers)

(b) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of DAS-FM. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by DAS-FM.

(c) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the facilities shall be subject to the written approval of DAS-FM and any other required governmental approvals.

(d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor.

(e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.

(f) Grantee shall be responsible for maintaining the facilities; the Grantor shall not be liable for any damage to the facilities that may be caused by Grantor, its employees, contractors, or others.

(g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Relocation of facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonably suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
8. **Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide gas service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
9. **Grantor Review:** Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, DAS-FM and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area boundaries.
10. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees,
11. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

12. "Definition Proposal": This easement agreement constitutes a "Definition Proposal" in conformance with Section 2.03 of that certain Easement Agreement between Grantor and Grantee dated December 2, 1996, and recorded in the office of the Register of Deeds for Milwaukee County on December 3, 1996, on Reel 3939, Images 1305 through 1365, as Document No. 7298264.

13. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

MILWAUKEE COUNTY, a municipal body corporate

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

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2012,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of MILWAUKEE COUNTY, a municipal body corporate by its authority.

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

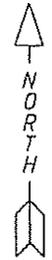
(NOTARY STAMP/SEAL)

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

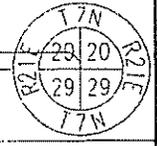
My commission expires: \_\_\_\_\_

This instrument was drafted by Kurt Van Dulm on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

BEARINGS AND DISTANCES ARE REFERENCED TO WISCONSIN TRANSPORTATION PROJECT PLAT NO: 1060-33-22 PAGE 4.13



WATERTOWN PLANK ROAD



SOUTH LINE OF SW 1/4 OF SECTION 20 - N 89° 44' 51" E 2667.48'

1225.81'

S 00° 15' 09" E 64.50' FROM POINT ON SOUTH LINE TO START OF CENTERLINE OF 12' WIDE EASEMENT.

S 00° 15' 09" E 60.50'

S 89° 44' 51" W 256.34'  
C/L 20' WIDE

S 89° 44' 51" W 234.78'  
C/L 20' WIDE

S 89° 44' 51" W 136.00'  
TIE ONLY - NO EASEMENT

W. INNOVATION DRIVE

KEY	WE ENERGIES - EXHIBIT "A"	DRAWN BY JIM CLARKE
<p>CENTERLINE 12' WIDE EASEMENT (UNLESS NOTED)</p>	<p>VARIABLE WIDTH EASEMENT IN PART OF THE NW 1/4 OF SECTION 29, T7N R21E CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN</p>	<p>SCALE 1" = 150' DATE 11-02-2012 ORDER # 3251634</p>

1  
2  
3  
4  
5 (ITEM NO. ) From the Director, Facilities Management Division, Department of  
6 Administrative Services (DAS-FM), seeking authorization to grant a permanent easement to WE  
7 Energies to allow for the construction, operation and maintenance of a gas main in and across  
8 certain portions of the County Grounds adjacent to Watertown Plank Road, by recommending  
9 adoption of the following:

10  
11 A RESOLUTION

12  
13 WHEREAS, the Wisconsin Department of Transportation (WisDOT) has been  
14 legislatively authorized to reconstruct the Zoo Interchange by the State of Wisconsin and by the  
15 Federal Highway Administration (FHWA) under various state and federal statutes and codes; and

16  
17 WHEREAS, various utilities will be impacted by the proposed interchange improvements  
18 that affect the County Grounds, including a WE Energies gas distribution system that services  
19 County buildings and lessee buildings; and

20  
21 WHEREAS, WE Energies has requested a permanent easement to relocate sections of  
22 their gas main to address the conflicts with the interchange improvements along Watertown  
23 Plank Road; and

24  
25 WHEREAS, DAS-FM has reviewed and approved WE Energies preliminary plans for  
26 the proposed gas main relocation and the final proposed gas main alignments were chosen to  
27 minimize the impact to County Grounds property; and

28  
29 WHEREAS, all areas disturbed by the construction, operation or maintenance of the  
30 subject gas mains will be restored to DAS-Facilities Management specifications at no cost to  
31 the County; and

32  
33 WHEREAS, the project is scheduled to be completed in early 2013; and

34  
35 WHEREAS, appropriate County staff will review and approve all documents as required  
36 prior to execution; and

37  
38 WHEREAS, the Director of DAS-FM has recommended that the authority to prepare,  
39 review, approve, execute and record all documents as required to execute the requested easement  
40 be granted to DAS-FM, Corporation Counsel, Risk Management, County Clerk, Register of  
41 Deeds, and the County Executive; now, therefore,

42  
43 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby  
44 authorize DAS-FM, Risk Management, Corporation Counsel and Register of Deeds to negotiate,  
45 prepare, review, approve, execute and record all documents, and perform all actions as required  
46 to grant, execute and implement the easements to WE Energies for the construction, operation

47 and maintenance of a gas main in and across portions certain portions of the County Grounds  
48 adjacent to Watertown Plank Road; and

49

50 BE IT FURTHER RESOLVED that the County Executive and County Clerk are  
51 authorized to execute the easement and required documents.

52

53

**MILWAUKEE COUNTY FISCAL NOTE FORM**

DATE: November 12, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to grant, execute and implement the easement to WE Energies for the construction, operation and maintenance of a gas main in and across certain portions of the County Grounds adjacent to Watertown Plank Road.

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

A. WE Energies has requested a permanent easement to relocate their existing gas main to address the conflicts with the proposed Zoo Interchange Improvements along Watertown Plank Road.

B. None.

C. Minimal staff costs for review and execution of easement.

D. None.

Department/Prepared By Karl Stave/DAS-FM Division

Authorized Signature

James R. Burton

Did DAS-Fiscal Staff Review?

Yes

No

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

COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION

Date: November 12, 2012

To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: James Burton, Director, Facilities Management Division, Department of Administrative Services

Subject: WE Energies Request for a Gas Main Easement at N. 92<sup>nd</sup> Street at the County Grounds – Action Item

**ISSUE**

The Department of Administrative Services, Facilities Management Division (DAS-FM) respectfully requests authorization to grant to WE Energies a permanent easement so that WE Energies may construct, operate and maintain gas main improvements in and across the County Grounds.

**BACKGROUND**

WE Energies provides natural gas distribution to County buildings and lessee buildings at the County Grounds. WE Energies has requested a permanent easement to replace their existing gas main along N. 92<sup>nd</sup> Street with a new gas main to provide upgraded service to Froedtert and Curative Hospitals. Updated gas service is requested to address the hospitals expanded needs. See attached draft easement 3247525 and associated exhibit.

DAS-FM has reviewed and approved WE Energies preliminary plans for the proposed gas main relocation. The final proposed gas main alignments were chosen to minimize the impact to County Grounds property. The proposed easement will provide the land rights to install, operate and maintain the gas main at no cost to the County. All areas disturbed by the construction, operation or maintenance of the subject gas mains will be restored to DAS-FM specifications at no cost to the County. Appropriate County staff will review and approve all documents as required prior to execution.

**RECOMMENDATION**

The Director of DAS-FM respectfully recommends that DAS-FM, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to WE Energies for the construction, operation and maintenance of gas mains as a part of their natural gas distribution system. It is further recommended that the County Executive and County Clerk be authorized to execute the easements and required documents.

Prepared by: Karl Stave, Civil & Site Development Engineer

Recommended by:



Greg High, Director  
Architecture, Engineering &  
Environmental Services Section

Approved by:



James Burton, Director  
Facilities Management Division  
Dept. of Administrative Services

Attachments: Draft WE Energies Gas Easement

cc: Chris Abele, County Executive  
Marina Dimitrijevic, County Board Chairwoman  
Supervisor Jim Luigi Schmitt, District 6  
Kimberly Walker, Corporation Counsel  
Patrick Farley, Director, Department of Administrative Services (DAS)  
James Burton, Director, Facilities Management Division, DAS  
Pam Bryant, Office of the Comptroller  
Greg High, Director, AE&ES (DAS-FM)  
Gary Waszak, DAS-FM

O:\WPDOC\SITEDEV\KDSDOC\Co Grounds\Zoo Interchange\WE Energies\WE easement 92nd.docx

**DISTRIBUTION EASEMENT  
UNDERGROUND  
GAS**

Document Number

WR NO. 3247525

For good and other valuable consideration which **MILWAUKEE COUNTY**, a **municipal body corporate**, together hereinafter referred to as "Grantor", acknowledges receipt of, grants and warrants to **WISCONSIN GAS LLC**, **doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land varying in width being a part of **Grantor's lands located in the NW 1/4 of Section 28, Township 7 North, Range 21 East**, in the City of Wauwatosa, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

**1. Purpose:**

(a) The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

(b) Grantor and Grantee understand, acknowledge and agree that this easement is non-exclusive and that Grantor will continue to use the easement area and shall have the right to make other agreements, such as leases, licenses, and easement with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with Grantee's rights under this easement. Facilities and equipment other than that which is defined in this easement shall be installed only upon amendment of this easement or negotiation of an additional easement.

**2. Buildings or Other Structures:** Grantor agrees that no structures requiring below-grade footings will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of the Wisconsin State electric and gas codes or any amendments to it. Structures with below-grade footings may be placed within the easement area only with Grantee's consent, which consent will not be unreasonably delayed or withheld.

**3. Elevation:** Grantor agrees that the elevation of the existing ground surface within the easement area will not be permanently altered by more than 4 inches without the written consent of Grantee, request for which shall be promptly considered by Grantee and not unreasonably withheld.

**4. Construction; Access:**

(a) Grantee shall provide written notice to the Milwaukee County Grounds Facilities Management Division (DAS-FM) prior to the commencement of work within the easement area by Grantee. Said notice shall indicate the anticipated start date and duration of the proposed work and include; plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by Grantor within 14 days from receipt of the plans and prior to commencing any construction activities. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, Grantee shall give notice to Grantor, of such emergency.

RETURN TO:  
WISCONSIN ELECTRIC POWER COMPANY  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A440  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

381-9999-017  
(Parcel Identification Number)

- (b) No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of DAS-FM. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by DAS-FM.
- (c) Grantee shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the facilities shall be subject to the written approval of DAS-FM and any other required governmental approvals.
- (d) All Grantee construction, operation and repairs of the facilities installed within the easement area shall be completed at no expense to the Grantor.
- (e) Grantee shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Property, nor against the Grantee's interest in the Property.
- (f) Grantee shall be responsible for maintaining the facilities; the Grantor shall not be liable for any damage to the facilities that may be caused by Grantor, its employees, contractors, or others.
- (g) It is further understood and agreed that the Grantor or its representatives shall have the right to enter upon the easement area at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement and for the purpose of performing work related to any public improvement in, upon or along said easement area as the Grantor may deem appropriate provided such improvements do not damage the facilities and appurtenances thereto, including reasonable access to them, installed by the Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Grantee shall exercise reasonable care and attempt to save and preserve any existing landscaping in the easement area, including, without limitation, the trees and bushes located thereon.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Relocation of facilities:** In the event that Grantor requires the relocation of Grantee's facilities, the Grantee will relocate such facilities, providing that Grantor provides a reasonably suitable alternate location for such facilities, together with all necessary easement rights to the Grantee for the facilities at their new location. The costs of such facilities relocation shall be paid by Grantor.
8. **Removal of facilities:** In the event that the Grantee's facilities are no longer required to provide gas service, Grantee shall abandon or remove said facilities and restore the easement area at its expense and the easement rights herein granted shall terminate.
9. **Grantor Review:** Grantor, utilizing available data, has reviewed the Grantee's construction plans, but in no way can the Grantor assure complete accuracy. The Grantee shall comply with all state and local laws regarding location and protection of existing utilities. The Grantee shall contact Diggers Hotline, DAS-FM and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area boundaries.
10. **Indemnification:** It is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, We Energies shall indemnify and save the Grantor harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation, operation, reconstruction and maintenance of said facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its employees, agents and invitees,
11. **Environmental Indemnification:** Grantee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of any hazardous materials brought onto or introduced into the easement area or surrounding areas by Grantee, its agents or guests. Grantee shall indemnify, defend and hold Grantor harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom.

12. "Definition Proposal": This easement agreement constitutes a "Definition Proposal" in conformance with Section 2.03 of that certain Easement Agreement between Grantor and Grantee dated December 2, 1996, and recorded in the office of the Register of Deeds for Milwaukee County on December 3, 1996, on Reel 3939, Images 1305 through 1365, as Document No. 7298264.

13. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

**Grantor:**

**MILWAUKEE COUNTY, a municipal body corporate**

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

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2012,  
the above named \_\_\_\_\_, the \_\_\_\_\_  
and \_\_\_\_\_, the \_\_\_\_\_  
of MILWAUKEE COUNTY, a municipal body corporate by its authority.

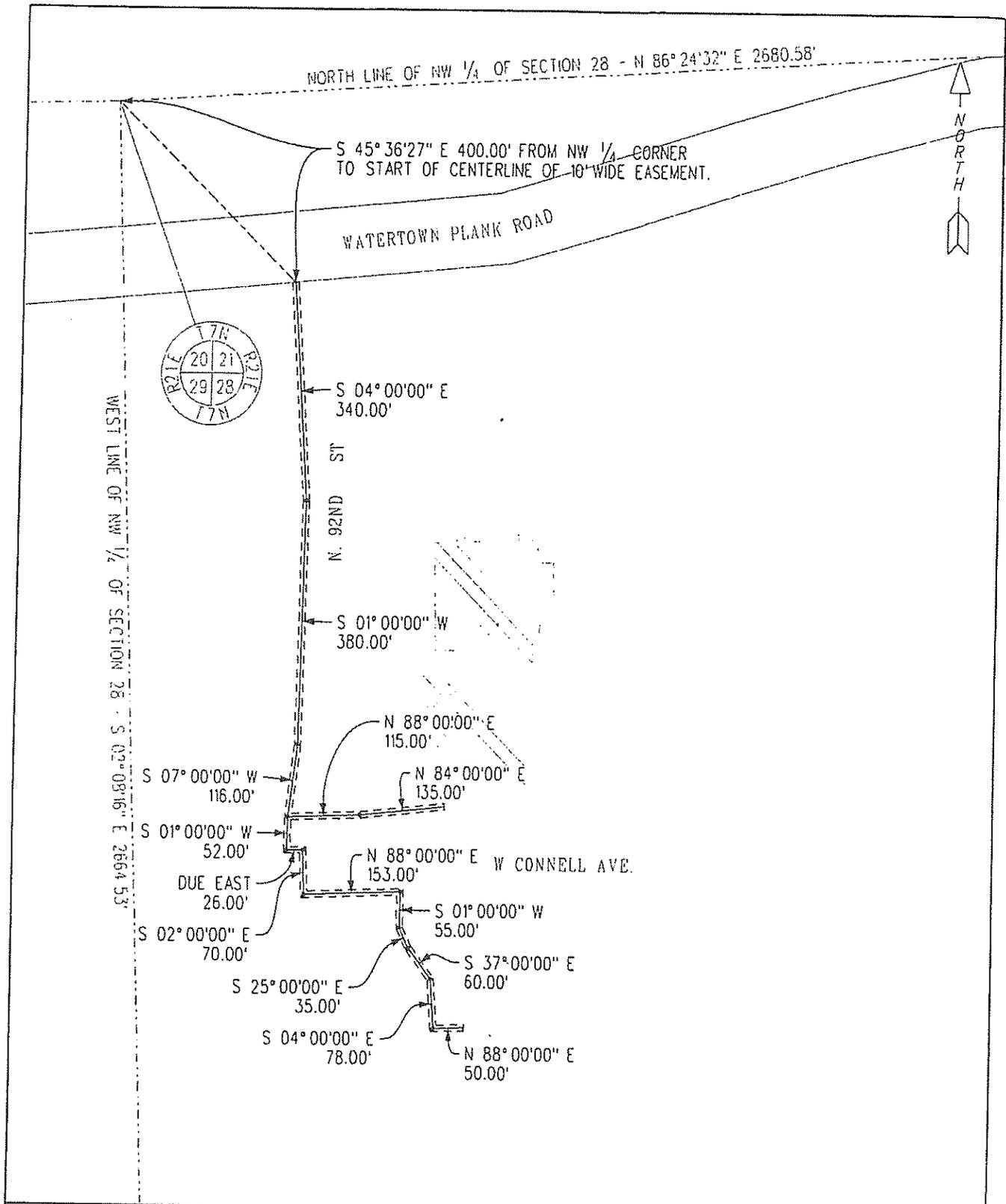
\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

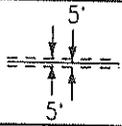
(NOTARY STAMP/SEAL)

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

My commission expires: \_\_\_\_\_

This instrument was drafted by Kurt Van Dulm on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



<p>KEY</p>	<p>WE ENERGIES - EXHIBIT "A"</p>	<p>DRAWN BY JIM CLARKE</p>
 <p>CENTERLINE 10' WIDE EASEMENT</p>	<p>10' WIDE EASEMENT IN PART OF THE NW 1/4 OF SECTION 28, T7N R21E CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN</p>	<p>SCALE 1" = 200'</p> <p>DATE 05-30-2012</p> <p>ORDER # MRU26807865</p>

1  
2  
3  
4  
5 (ITEM NO. ) From the Director, Facilities Management Division, Department of  
6 Administrative Services (DAS-FM), seeking authorization to grant a permanent easement to WE  
7 Energies to allow for the construction, operation and maintenance of a gas main in and across  
8 certain portions of the County Grounds adjacent to North 92<sup>nd</sup> Street, by recommending adoption  
9 of the following:

10  
11 A RESOLUTION

12  
13 WHEREAS, WE Energies provides natural gas distribution to County buildings and  
14 lessee buildings at the County Grounds; and

15  
16 WHEREAS, WE Energies has requested a permanent easement to replace their existing  
17 gas main along N. 92<sup>nd</sup> Street with a new gas main to provide upgraded service to Froedtert and  
18 Curative Hospitals as requested to address the hospitals expanded needs; and

19  
20 WHEREAS, DAS-FM has reviewed and approved WE Energies preliminary plans for  
21 the proposed gas main installation and the final proposed gas main alignments were chosen to  
22 minimize the impact to County Grounds property; and

23  
24 WHEREAS, all areas disturbed by the construction, operation or maintenance of the  
25 subject gas mains will be restored to DAS-Facilities Management specifications at no cost to  
26 the County; and

27  
28 WHEREAS, appropriate County staff will review and approve all documents as required  
29 prior to execution; and

30  
31 WHEREAS, the Director of DAS-FM has recommended that the authority to prepare,  
32 review, approve, execute and record all documents as required to execute the requested easement  
33 be granted to DAS-FM, Corporation Counsel, Risk Management, County Clerk, Register of  
34 Deeds, and the County Executive; now, therefore,

35  
36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby  
37 authorize DAS-FM, Risk Management, Corporation Counsel and Register of Deeds to negotiate,  
38 prepare, review, approve, execute and record all documents, and perform all actions as required  
39 to grant, execute and implement the easements to WE Energies for the construction, operation  
40 and maintenance of a gas main in and across certain portions of the County Grounds adjacent to  
41 N. 92<sup>nd</sup> Street; and

42  
43 BE IT FURTHER RESOLVED that the County Executive and County Clerk are  
44 authorized to execute the easement and required documents.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

DATE: November 12, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to grant, execute and implement the easement to WE Energies for the construction, operation and maintenance of a gas main in and across certain portions of the County Grounds adjacent to N. 92<sup>nd</sup> Street.

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

A. WE Energies has requested a permanent easement to replace their existing gas main along N. 92<sup>nd</sup> Street with a new gas main to provide upgraded service to Froedtert and Curative Hospitals as requested to address the hospitals expanded needs

B. None.

C. Minimal staff costs for review and execution of easement.

D. None.

Department/Prepared By Karl Stave/DAS-FM Division

Authorized Signature

James R. Beerton

Did DAS-Fiscal Staff Review?

Yes

No

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



## Community Business Development Partners

# MILWAUKEE COUNTY

MARINA DIMITRIJEVIC • Chairwoman, Milwaukee County Board of Supervisors  
 NELSON SOLER • Interim Director, Community Business Development Partners

## INTER-OFFICE COMMUNICATION

DATE: November 15, 2012

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors  
 Supervisor Patricia Jursik, Chair, Economic & Community Development Committee  
 Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Nelson Soler, Interim Director, Community Business Development Partners

SUBJECT: **DBE WAIVER REPORT FOR SEPTEMBER & OCTOBER 2012**

### DIRECTIVE

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

### BACKGROUND

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

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) objectives directed at creating a level playing field on which certified firms 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 provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. These certifying partners share the responsibility of verifying and maintaining the status of the 883 currently certified firms throughout the State, while processing all new applications.

MILWAUKEE COUNTY - CITY CAMPUS • 2711 WEST WELLS STREET, 8<sup>TH</sup> FLOOR, ROOM 830 • MILWAUKEE, WI 53208  
 TELEPHONE (414) 278-5248 • FAX (414) 223-1958

DBE GOALS

The Milwaukee County Board of Supervisors has established the County's overall desired levels of DBE participation 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 CDBP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before forwarding the request on to the Director for determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

The figures below include Professional Service and Capital Improvement/Maintenance contracts awarded during September and October. This report does not include contracts awarded by Procurement Division processes under Chapter 32, as CDBP is not authorized access to this information. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval, or lack thereof.

<b>Total Contracted Dollars for Month</b>	<b>\$</b>	<b>20,776,310.58</b>
<b>Total Contracted Dollars w/ Waiver Approval</b>	<b>\$</b>	<b>191,990.67</b>
<b>Total Contracted Dollars w/o Waiver Approval</b>	<b>\$</b>	<b>66,371.00</b>
<b>Percentage of Contracts Waived for Month</b>		<b>1.24%</b>

RECOMMENDATION

CBDP prepared this informational report, and humbly proposes that it be received and filed, as such.

Approved by:



Nelson Soler  
Interim Director

CC: Chris Abele, Milwaukee County Executive

## Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report September & October 2012

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
------------	-----------------------	-------------------	-----------------	-----------------

### CBDP Approved Waivers <sup>1</sup>

DOT-Airports	Smith Amundsen, LLC	Special counsel for US District Court case, Horsley v. Milwaukee County	15,000.00	Specialized litigation
DAS-Fiscal Affairs	US Bank	US Bank admin fees for 2004A & 2010A&B Airport Revenue Bonds	2,250.00	Per Chapter 56.30(2)(a)
DOT-Highway by DAS-FM	Graef USA	Zoo IC Swan Blvd Utility Coordination & Design	6,900.00	Expertise and expediency
DOT-Airports by DAS-FM	Graef USA	GMIA - Storm Water Management Plan Design & Update	4,600.00	Expertise and expediency
DOT-Airports by DAS-FM	Ram Construction Services of MN	GMIA - 5th Floor Parking Structure Repairs	89,800.00	No DBEs w/ Manufacturer/Product Certification
DOT-Transit by DAS-FM	Kapur & Associates	MCTS - Fond Du Lac Garage Underground Storage Tank Closure Review	2,166.00	No opportunities based on contract scope and cost
District Attorney	Fredrik F. Broekhuizen, M.D.	Trial prep & court testimony as an expert witness State v. Evan Saunders	1,000.00	Under \$2,000.00
DHHS-Delinquency & Court Services	National Runaway Switchboard	National communication system for runaway & homeless youth	12,750.00	Specialty Service
Dept. of Human Resources	Prophit Marketing, Inc.	Customer service & interpersonal communication training & tool	12,000.00	Company invented the tool
Risk Management	Securance Consulting	Risk Assessment of HIPAA compliance	30,180.00	Specialty Service
Parks by DAS - FM	Leedy & Petzold	Root River Lighting System Replacement Design	14,349.57	Annual Consultant Selection Process
Zoo by DAS - FM	Grunau	Service Agreement for Penguin Chiller Service Work	995.10	Specialty Service

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

DAS-Risk Management	Regnier Consulting Group, Inc.	Estimate unpaid workers compensation & medical malpractice exposure	24,700.00	No CBDP Review
DAS-Risk Management	Aegis Corporation	Federal Medicare compliance	22,975.00	No CBDP Review
Parks by DAS-FM	Jackson MacCudden	Asbestos Roof Inspection Services at Parks Maintenance Complex	1,606.00	No CBDP Review
Parks by DAS-FM	Gillen Foundation	Time and Material Agreement for Marina Repair	17,090.00	No CBDP Review

<b>Total Contract \$ Amount for Month <sup>3</sup></b>	<b>\$20,776,310.58</b>
<b>Total Approved Waiver \$ Amount</b>	<b>\$191,990.67</b>
<b>Total Unapproved Waiver \$ Amount</b>	<b>\$66,371.00</b>
<b>Percentage Waived</b>	<b>1.24%</b>

<sup>1</sup> Waivers approved by CBDP; within guidelines of Code of General Ordinances

<sup>2</sup> Contracts issued by Departments in violation of the Code of General Ordinances;  
CBDP is made aware of these projects when Accounts Payable forwards new contract information

<sup>3</sup> Total does not include Procurement Division Figures

## COUNTY OF MILWAUKEE

## INTER-OFFICE COMMUNICATION

DATE: November 15, 2012

TO: Marina Dimitrijevic, Milwaukee County Board Chairwoman

FROM: Brian Dranzik, Interim Director-Department of Transportation

SUBJECT: From the Interim Director of Transportation recommending approval of an amendment to a Memorandum of Understanding (MOU) with the Wisconsin Department of Transportation (WisDOT) for the land acquisition and the functional replacement of the Milwaukee County greenhouse facility located at 10340 West Watertown Plank Road in the City of Wauwatosa.

POLICY ISSUE:

WisDOT has been legislatively authorized to reconstruct the zoo interchange by the State of Wisconsin and by the Federal Highway Administration (FHWA) under various state and federal statutes and codes.

BACKGROUND:

Resolution File Number 12-356 was adopted by the County Board on May 24, 2012 authorizing the Director of the Department of Transportation to enter into the attached Memorandum of Understanding dated May 29, 2012 (MOU) with the Wisconsin Department of Transportation for the purchase of land needed for the construction of the extension of Swan Boulevard as part of the Zoo Interchange reconstruction and the replacement of the greenhouse facility located thereon. Funding for said replacement greenhouse facility was to be provided by WisDOT, however, costs for increases in capacity or betterments, in comparison to the current facility was to be paid by the County.

The purchase of land was successfully negotiated and closed, for \$1,100,000 on October 11, 2012. Pursuant to Section 5(h) of the MOU, Milwaukee County provided two bids for the construction of the new greenhouse facility. WisDOT timely rejected both bids due to unusually high costs likely resulting from much of the construction time occurring over the winter season.

Staff has successfully negotiated with WisDOT to extend the construction completion date to ease the difficulty of scheduling the many components of the construction and limit construction during the winter season. The components of the attached First Amendment to the MOU are as follows:

1. County has formally rejected all bids submitted, pursuant to paragraph 5(h).
2. County to amend the bid package to add five additional months to complete construction (now by August 31, 2013) and provide a \$1,000 per day incentive for

- early completion (\$30,000 max).
3. Bid documents to be available by October 31, 2012 with bids to be submitted by November 28, 2012.
  4. County will deliver to WisDOT a copy of all bids received by November 30, 2012.
  5. Within five days of receipt of at least two qualified bids, WisDOT shall approve one bid.
  6. WisDOT will not pay \$100,000 of material betterment in the replacement greenhouse, under paragraph 8 of the MOU.
  7. WisDOT shall pay up to \$115,000 for plants and greenhouse materials needed for the Summer, Fall and Holiday shows during the interim period between the closing of the existing greenhouse and opening of the new greenhouse provided the date of occupancy is on or before August 31, 2013.
  8. WisDOT shall pay any additional moving cost incurred during the interim period.

RECOMMENDATION:

Staff respectfully requests that the Committee on Transportation, Public Works, and Transit recommend to the County Board of Supervisors acceptance and execution of the above-described First Amendment to the MOU between WisDOT and the County.

---

Brian Dranzik, Interim Director  
Department of Transportation

Meeting Date: December 5, 2012  
Attachments

cc: Chris Abele, County Executive  
Supervisor Jim Luigi Schmitt, District 6  
Kimberly Walker, Corporation Counsel  
James Keegan, Interim Director, Department of Parks, Recreation and Culture (DPRC)  
Greg High, Director, AE & ES (DAS)  
Patrick Farley, Director, Department of Administrative Services (DAS)  
James Martin, Fiscal and Budget Administrator

1  
2  
3  
4 (Item ) From the Interim Director of Transportation recommending approval of an  
5 Amendment to a Memorandum of Understanding (MOU) with the Wisconsin  
6 Department of Transportation (WisDOT) for the land acquisition and the functional  
7 replacement of the Milwaukee County greenhouse facility located at 10340 West  
8 Watertown Plank Road in the City of Wauwatosa, by recommending adoption of the  
9 following:

10  
11  
12 **RESOLUTION**  
13

14 WHEREAS, Resolution File Number 12-356 was adopted by the County Board  
15 on May 24, 2012 authorizing the Director of the Department of Transportation to enter  
16 into a Memorandum of Understanding dated May 29, 2012 (MOU) with the Wisconsin  
17 Department of Transportation for the purchase of land needed for the construction of  
18 the extension of Swan Boulevard as part of the Zoo Interchange reconstruction and the  
19 replacement of the greenhouse facility located thereon; and

20  
21 WHEREAS, funding for said replacement greenhouse facility was to be provided  
22 by WisDOT, however, costs for increases in capacity or betterments, in comparison to  
23 the current facility was to be paid by the County; and

24  
25 WHEREAS, the purchase of land was successfully negotiated and closed, for  
26 \$1,100,000 on October 11, 2012; and

27  
28 WHEREAS, pursuant to Section 5(h) of the MOU, Milwaukee County provided  
29 two bids for the construction of the new greenhouse facility. WisDOT timely rejected  
30 both bids due to unusually high costs likely resulting from much of the construction time  
31 occurring over the winter season; and

32  
33 WHEREAS, staff has successfully negotiated with WisDOT to extend the construction  
34 completion date to ease the difficulty of scheduling the many components of the  
35 construction and limit construction during the winter season. The components of the  
36 First Amendment to the MOU are as follows:

- 37  
38 1. County has formally rejected all bids submitted, pursuant to  
39 paragraph 5(h).  
40 2. County to amend the bid package to add five additional months  
41 to complete construction (now by August 31, 2012) and provide  
42 a \$1,000 per day incentive for early completion (\$30,000 max).  
43 3. Bid documents to be available by October 31, 2012 with bids to  
44 be submitted by November 28, 2012.

45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69

4. County will deliver to WisDOT a copy of all bids received by November 30, 2012.
5. Within five days of receipt of at least two qualified bids, WisDOT shall approve one bid.
6. WisDOT will not pay \$100,000 of material betterment in the replacement greenhouse, under paragraph 8 of the MOU.
7. WisDOT shall pay up to \$115,000 for plants and greenhouse materials needed for the Summer, Fall and Holiday shows during the interim period between the closing of the existing greenhouse and opening of the new greenhouse provided the date of occupancy is on or before August 31, 2013.
8. WisDOT shall pay any additional moving cost incurred during the interim period.

; and

WHEREAS, the Committee on Transportation Public Works & Transit at their meeting on December 5, 2012 recommended acceptance and execution of the above-described First Amendment to the MOU between WisDOT and the County; now, therefore,

BE IT RESOLVED, that the Interim Director of Transportation is hereby authorized to execute the above-described Amendment to the MOU and he or the appropriate County staff person are authorized to undertake the steps necessary to implement the First Amendment to the MOU.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 11/13/12

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to approve amendment to a Memorandum of Understanding (MOU) with the Wisconsin Department of Transportation (WisDOT) for the land acquisition and the functional replacement of the Milwaukee County greenhouse facility located at 10340 West Watertown Plank Road in the City of Wauwatosa.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		100,000
	Revenue		100,000
	Net Cost		0

## DESCRIPTION OF FISCAL EFFECT

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

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

A. On May 24, 2012, the County Board approved File No. 12-356 authorizing the Director of the Department of Transportation to enter into a Memorandum of Understanding (MOU) with the Wisconsin Department of Transportation (WisDOT) for the purchase of land needed for the construction of the extension of Swan Boulevard as part of the Zoo Interchange reconstruction as well as replacement of the greenhouse facility located upon the purchased land at 10340 West Watertown Plank Road in the City of Wauwatosa.

This fiscal note covers amendments to the MOU referenced above related to construction of the replacement greenhouse facility.

B. The County portion of costs estimated at \$100,000 identified in the amendment to the MOU are expected to be offset with revenue from the State of Wisconsin for sale of additional County land and easements as part of the Zoo Interchange reconstruction project.

C. The County portion of costs estimated at \$100,000 will be reflected by increasing expenditure authority and revenue for a capital improvement project. These increased costs are expected to be offset with revenue from the State of Wisconsin for sale of additional County land and easements as part of the Zoo Interchange reconstruction project.

D. The following assumptions were made:

-Due to timing of the Zoo Interchange project, expenditure and reimbursement for the County portion of costs are estimated to occur in 2013.

-Additional costs related to the construction of the replacement greenhouse facility will be funded by the State.

---

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

Department/Prepared By James H. Martin, Interim Fiscal Administrator - MCDOT

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

Did DAS-Fiscal Staff Review?        Yes                No

May 29, 2012

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION ("WisDOT") AND MILWAUKEE COUNTY ("COUNTY") (BOTH PARTIES TO THIS AGREEMENT TOGETHER REFERRED TO AS THE "PARTIES" AND EACH AS A "PARTY") CONCERNING THE ACQUISITION OF PARCEL 1, ZOO INTERCHANGE RECONSTRUCTION PROJECT NO. 1060-33-23, INCLUDING THE LAND ACQUISITION AND THE FUNCTIONAL REPLACEMENT OF THE COUNTY GREENHOUSE FACILITY LOCATED AT 10340 WATERTOWN PLANK ROAD, WAUWATOSA, WISCONSIN, ASSOCIATED WITH THE RECONSTRUCTION OF THE ZOO INTERCHANGE IN MILWAUKEE COUNTY.**

This MOU is made and entered into by and between WisDOT and County to address the WisDOT need to acquire land which currently houses the County greenhouse facility, due to the reconstruction of the zoo interchange.

WITNESSETH

- A. WHEREAS, WisDOT has been legislatively authorized to reconstruct the zoo interchange by the State of Wisconsin and by the Federal Highway Administration ("FHWA") under various state and federal statutes and codes including part of Swan Boulevard and part of Watertown Plank Road under designated project 1060-33-23; and
- B. WHEREAS, County has powers and duties under various Wisconsin Statutes, as a municipal body corporate; and
- C. WHEREAS, WisDOT requires certain lands in order to reconstruct the zoo interchange, including certain lands located in and near the intersection of U.S. Highway 45, Swan Boulevard and Watertown Plank Road; and
- D. WHEREAS, County owns and operates a greenhouse facility on an 8.156 acre parcel of land within the area required by WISDOT to be acquired for reconstruction of the zoo interchange; and
- E. WHEREAS, WisDOT has given County the option of choosing Functional Replacement of the greenhouse facility pursuant to Wis. Stat. §84.01(15) and 23CFR Subpart B, Section 710.509 by letter dated January 4, 2012, a copy of which is attached hereto and incorporated herein as Exhibit A; and
- F. WHEREAS, County has exercised the aforesaid option and has chosen Functional Replacement of the greenhouse facility, by letter dated January 16, 2012, a copy of which is attached hereto and incorporated herein as Exhibit B; and
- G. WHEREAS, WisDOT has accepted County's aforesaid choice, by letter dated February 20, 2012, a copy of which is attached hereto and incorporated herein as Exhibit C; and

- H. WHEREAS, federal funds will not participate in project 1060-33-23 and WisDOT will be utilizing only state funds for the Functional Replacement of the greenhouse facility.
- I. WHEREAS, the Parties agree that Functional Replacement, under state and federal law, provides an alternative method of acquisition and compensation for publicly owned properties which provide an essential public service, when WisDOT requires land for acquisition for highway purposes where the facility is currently located. Functional Replacement is not based on the actual cost of the Replacement Facility, but only those actual costs eligible as Functional Replacement costs, as more specifically described herein. Functional Replacement will reimburse County for costs to restore the status quo but not reimburse County for increases in Capacity or Betterment, in comparison to the current facility.

NOW, THEREFORE, in consideration of these premises and the mutual and dependent agreements hereinafter set forth, the Parties do hereby agree as follows:

1. The recitals in the foregoing lettered paragraphs A-I, inclusive, are true and correct and incorporated herein.
2. WisDOT will acquire from County such part of the land described in paragraph D, above (County Land) either as agreed by the Parties, or as determined by a court of competent jurisdiction, pursuant to chapter 32, Wis. Stats., in an action or proceeding, separated and independent from the Functional Replacement of the County greenhouse facility.
3. WisDOT will also acquire from County the greenhouse facility described in paragraph D, above, pursuant to Wis. Stats. Sec. 84.01(15), and in accordance with 23 CFR Sec. 710.509 and Chapter 32, Wis. Stats., in a subsequent action or proceeding, separated and independent from the aforesaid land acquisition.
4. The following definitions shall govern the Functional Replacement of the County greenhouse facility.
  - (a) Functional Replacement is the replacement of a qualifying facility being displaced by a highway project with another of equivalent function, where such facility is needed by the public, is actually replaced, and the costs to presently replace the facility are incurred by the County. Functional Replacement provides restoration of the status quo of the facility being displaced and does not include any increase in Capacity or Betterment.
  - (b) Betterment is any upgrading of the facility being replaced that is made solely for the benefit, and at the election, of the owner of the facility being replaced.
  - (c) Costs Actually Incurred are those amounts which the owner of the facility being replaced is legally obligated to pay, or has paid.

- (d) Costs Eligible for Reimbursement are Costs Actually Incurred, as agreed to be reimbursed by WisDOT under this MOU.
- (e) Capacity means current use and allocation of the space utilized in the facility being replaced and does not include idle space which has not been utilized, actively maintained, or needed within a reasonably recent time period, including space which has been allowed to fall into disrepair for lack of use.
- (f) Legal or Regulatory Requirements are those requirements lawfully imposed by any governmental body with jurisdiction over the Replacement Facility.
- (g) Industry Standards means those reasonable prevailing requirements generally accepted and utilized by members of the greenhouse industry.
- (h) Replacement Facility means the facility designed and constructed by the County.

5. Procedure

County will provide to WisDOT:

- (a) An appraisal for the County owned land and greenhouse facility has been provided.
- (b) On or before April 13, 2012, a detailed timeline for all County activities associated with the Functional Replacement through completion of the activity, including key turn on the Replacement Facility and final payment by WisDOT, a copy of which is attached hereto and incorporated herein as Exhibit D.
- (c) On or before April 20, 2012, a schematic design and engineering plan for the Replacement Facility identifying increases in Capacity or Betterment (if any) that County is including at its own cost.
- (d) On or before April 20, 2012, a list of required permits for the Replacement Facility.
- (e) On or before April 20, 2012, an itemization of any changes from the current facility needed to be made at the Replacement Facility required for compliance with Legal or Regulatory Requirements or Industry Standards and estimated costs for the same.
- (f) On or before July 23, 2012, a construction plan detail for the Replacement Facility including identification of work or costs associated

with Betterment or Capacity increases desired by County (if any) and to be funded solely by County.

- (g) On or before June 11, 2012, an itemization of all furniture, fixtures and equipment at the current facility to be moved to the Replacement Facility by WisDOT and items to be abandoned at the current facility (for which WisDOT will charge a disposal or sale fee).
- (h) On or before August 31, 2012, at least two bids for construction of the Replacement Facility including identification of work or costs associated with Betterment or Capacity increases desired by County (if any) and to be funded solely by County.

WisDOT will provide to the County:

- (i) Within ten (10) business days of receipt, a review and approval/rejection of the schematic design and engineering plan submitted by County.
  - (j) Within ten (10) business days of receipt, a review and approval/rejection of the construction plan detail for the Replacement Facility submitted by County.
  - (k) Within ten (10) business days of receipt, a review and approval/rejection of the itemization of any changes from the current facility required for compliance with Legal or Regulatory Requirements or Industry Standards and estimated costs for the same.
  - (l) Within ten (10) business days of receipt, a review and approval/rejection of a bid for construction of the Replacement Facility, including identification of work or costs associated with Betterment or Capacity increases.
6. Pursuant to paragraph 2, above, WisDOT shall provide to the County payment for the County Land, upon satisfaction of all closing requirements, at the close of the real estate transaction for the County Land.
  7. Pursuant to section 5(g) above, WisDOT will pay the cost of moving of any furniture, fixtures, and equipment from the facility being replaced to the Replacement Facility.
  8. WisDOT shall provide payment of Costs Eligible for Reimbursement to the County in four (4) installments. The initial payment shall be made at the time of the first County contractor construction draw. The second payment shall be made upon completion of 50% of construction. The third payment shall be made upon completion of 75% of construction. The fourth and final payment shall be made upon 100% completion of construction. All payments shall be based upon advance written construction completion notices submitted by County and

subsequent inspection and approval by WisDOT. Inspection and approval by WisDOT shall not be unreasonably delayed. All payments are subject to offset under WisDOT standard review and audit process for payments. Notices from the County regarding percent construction completion shall be in writing and made to:

Craig Andersen  
Wisconsin Department of Transportation  
DTSD SE Region  
141 N W Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798  
[Craig.andersen@dot.wi.gov](mailto:Craig.andersen@dot.wi.gov)

This project will be located at FIIPS \_\_\_\_\_ and EAPS \_\_\_\_\_.

Cost changes are not anticipated. However, any amount that WisDOT or the County believes constitutes an unanticipated cost change (as not originally provided on the approved bid) shall be considered under the change order process as approved by the WisDOT Division of Real Estate Program Manager.

9. WisDOT will monitor construction of the Replacement Facility. WisDOT will designate a primary contact person to assist County during the construction process. The County shall contract for, manage, and be solely responsible for all aspects of the construction of the Replacement Facility including obtaining permits and inspections, complying with regulatory and insurance requirements, personnel, bids, agreements, contractor management and all other typical construction activities.
10. In the event a dispute arises in administering this MOU, the parties shall endeavor to resolve such dispute, by means of direct discussion between their respective designated representatives. Such representatives are:

**WisDOT:**

Claudia Peterson  
Tanace Matthiesen  
Rebecca Burkel  
Carrie Cox

**COUNTY:**

Frank Busalacchi  
Craig Dillman  
Gregory High  
Kimberly Walker

The Parties agree that, due to the construction schedule for project 1060-33-23, any disagreement not resolved by discussion by the Parties will be resolved by WisDOT. Notwithstanding anything expressed in this MOU, any WisDOT decision under this MOU will not prevent County from seeking and obtaining any legal redress to which it is entitled under any applicable law or code.

11. Each signatory to this MOU attests that he or she is authorized to execute this MOU on behalf of the party represented and that any approval required to effectuate this MOU has been made or will be made in the course of the Parties' actions under this MOU.

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

By:   
Printed Name: CLAUDIA PETERSON  
Title: TIS CHIEF  
Date: 5-30-12

**MILWAUKEE COUNTY**

By:   
Printed Name: \_\_\_\_\_  
Title: Director  
Date: 5/29/12

**ATTACHMENTS:**

- Exhibit A – Correspondence dated January 4, 2012 to County from WisDOT regarding Functional Replacement Option
- Exhibit B – Correspondence dated January 16, 2012 to WisDOT from County regarding choice of Functional Replacement
- Exhibit C – Correspondence dated February 20, 2012 to County from WisDOT acknowledging County choice of Functional Replacement
- Exhibit D – County Timeline

030735-0001\11232903.2

Exhibit A



Division of Transportation  
System Development  
Southeast Regional Office  
141 NW Barstow Street  
PO Box 798  
Waukesha WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 262-548-5903  
Facsimile (FAX): 262-548-5424  
E-mail: [ser.dlsd@dot.wi.gov](mailto:ser.dlsd@dot.wi.gov)

January 04, 2012

CERTIFIED MAIL  
7007 2680 0001 1152 3159

MILWAUKEE COUNTY  
MILWAUKEE COUNTY CLERK  
901 N. 9TH STREET, ROOM 105  
MILWAUKEE, WI 53233

*CERTIFIED MAIL*

MILWAUKEE COUNTY  
C/O FRANK BUSALACCHI  
DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS  
2711 WEST WELLS STREET SUITE 300  
MILWAUKEE, WI 53208

*VIA U.S. MAIL*

SUBJECT: Project ID: 1060-33-23  
Zoo Interchange Projects  
Local Roads/Various Highways  
Milwaukee County

RE: Parcel # 1 (Milwaukee County – Greenhouses)

In compliance with Wisconsin Statutes and Federal Regulations, this letter is provided, along with the enclosed appraisal report, to initiate negotiations for the acquisition of your property interests needed for this project. In addition to the appraisal report, we have enclosed (or sent previously) the following documents:

- The Rights of Landowners Under Wisconsin Eminent Domain Law
- Transportation Project Plat
- Names of neighboring landowners affected by the project
- Legal description of the land and/or interest(s) needed for the project
- Agreement for Purchase and Sale of Real Estate
- Appraisal Guidelines

The loss in fair market value is estimated at \$593,000 and is allocated as follows:

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Land	Land in FEE	6.056	Acres	\$81,406.87	\$493,000.00
Temporary Limited Easement (TLE)		2.100	Acres	\$6,666.67	\$14,000.00
Severance					\$86,000.00
				<b>Total Damages</b>	<b>\$593,000.00</b>

The following structures, building equipment and fixtures have also been considered as part of the real estate and are part of the property being acquired: as identified in the Vitale Realty Advisors LLC appraisal report dated December 16, 2011 which includes greenhouses, connecting corridors, office & appurtenant structures, forestry building, boiler building, generator building, hoop houses, etc. In the event you wish to retain any of these items, please contact me for more information.

Please note that you have the option of EITHER payment for the loss in fair market value to the property as reflected in the above offer OR reimbursement for the greenhouse "functional replacement." You must tell WISDOT in writing which option you intend to choose.

Initiations of Negotiations - Appraisal

WisDOT's determination of compensation is based on the fair market value of the property, and it disregards any increase or decrease in market value caused by the project for which the property is being acquired.

If you agree with the values determined in the appraisal report and wish to enter into an agreement with WisDOT, sign the enclosed Agreement for Purchase and Sale of Real Estate and return it in a timely manner, in the enclosed postage paid envelope to WisDOT for final review and approval.

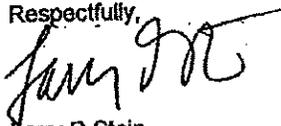
Once WisDOT is satisfied that the negotiations for we will provide you with a fully executed copy of the agreement and contact you to arrange for payment and closing. Please note that your execution of the Agreement For Purchase and Sale of Real Estate alone is not sufficient to result in an enforceable contract for the purchase of the needed property.

If you are not satisfied with the above-stated conclusions of value for the needed property, you are eligible to obtain an additional appraisal from a qualified appraiser of your choice. If you elect to have an appraisal report prepared, you must take certain steps. First, the appraisal report must conform to the Appraisal Guidelines. Second, to qualify for reimbursement of the reasonable cost of the appraisal, a copy must be submitted to the WisDOT Waukesha Region Office within 60 days of your receipt of this letter. The 60-day period for reimbursement eligibility will expire on March 5, 2012. Please note that there is no statutory provision to extend this deadline. We are unable to pay the cost of an appraisal received after that date. We can, however, consider the merits of the report findings.

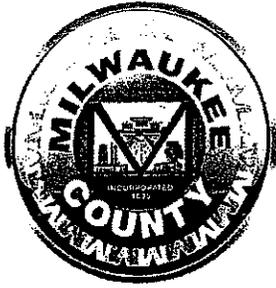
WisDOT will be pleased to provide additional information you may need in your decision-making, if available, and further discuss any concerns you may have.

If you have any questions, please call me at (262) 548-8781.

Respectfully,



Larry D Stein  
Real Estate Specialist



DEPARTMENT OF TRANSPORTATION  
*Milwaukee County*

FRANK BUSALACCHI • Director  
• Highway Commissioner

January 16, 2012

Fay Roberts  
Assistant Director of  
Transportation

Brian Dranzik  
Director of Administration

C. Barry Bateman  
Director of General Mitchell  
International Airport

Daniel Goeden  
Director of Fleet  
Management

Jack Takerian  
Director of Highway  
Operations

Andrea Weddie-Henning  
Resident Contract  
Manager-Design,  
Transportation Services

Lloyd Grant  
Managing Director  
Milwaukee County  
Transit System

Mr. Larry Stein, SE Freeways Real Estate  
Wisconsin Department of Transportation  
DTSD SE Region  
141 N W Barstow Street  
PO Box 798  
Waukesha, Wisconsin 53187-0798

Subject: Parcel 1  
Milwaukee County greenhouse property  
Project ID. 1060-33-23

Dear Mr. Stein:

You indicated, as alternative to WisDOT compensating Milwaukee County ("County") for the acquisition of the project property interests on the subject parcel using the conventional acquisition and cash compensation concept, the County is eligible for the Functional Replacement Program ("Functional Replacement"), since it is recognized the cash compensation offered in your letter, dated January 4, 2012, is insufficient to duplicate the function and utility of the public facility located on the subject parcel.

Since the subject property and facility thereon are publicly owned and provide an essential public service, the County is requesting WisDOT pursue the Functional Replacement compensation approach for the subject parcel/facility. Please advise the County in writing how WisDOT will fund the County obtaining design/construction estimates for the replacement facility. It is my understanding since the County is contemplating constructing a replacement facility on another County-owned property, the compensation package from WisDOT will include construction costs for an equivalent replacement facility, the fair market value of Parcel 1 and the moving costs to relocate the current operation to the replacement property/facility.

MILWAUKEE COUNTY - CITY CAMPUS 2711 WEST WELLS STREET SUITE 300 MILWAUKEE, WI 53208  
PHONE NUMBERS: Administration 414 -278-4941 Transportation Services 414-278-5096  
FAX NUMBERS: Administration 414 -223-1899 Transportation Services 414-223-1850

I greatly appreciate your understanding of the service the subject property and facility provides the public and I look forward to working with WisDOT to reach a mutually acceptable acquisition.

Please direct future correspondence to my attention.

Sincerely,



Frank Busalacchi, Acting Director  
Milwaukee County Department of Transportation

cc. Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
William Drew, Chairman, Zoo Interchange Task Force Committee  
Sue Black, Director, Milwaukee County Parks, Recreation & Culture (MCPRC)  
Jim Keegan, Chief of Planning and Development, MCPRC  
Patrick Farley, Director, County Department of Administrative Services  
Brian Taffora, Director, County Economic Development  
Craig Dillmann, Manager, County Real Estate Services



Division of Transportation Systems Development  
Bureau of Technical Services  
3502 Kinsman Blvd  
Madison, WI 53704

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 608-264-5399  
Facsimile (FAX): 608-267-0307

E-mail: [rebecca.burkel@dot.wi.gov](mailto:rebecca.burkel@dot.wi.gov)

February 20, 2012

Frank Busalacchi,  
Department of Transportation & Public Works  
Milwaukee County  
2711 West Wells Street, Suite 300  
Milwaukee, WI 53208

RE: Milwaukee County Functional Replacement Request

Dear Mr. Busalacchi:

Thank you for your letter of January 16, 2012, requesting approval of functional replacement for the Milwaukee County greenhouse, located at the intersection of USH 45 and Watertown Plank Road (on Parcel 1 of WISDOT Project I.D. 1060-33-23). This letter is to inform you that the Wisconsin Department of Transportation has approved your request of functional replacement for the Milwaukee County greenhouse.

As you know, the purpose of functional replacement is to provide an alternate method of acquiring and compensating for publicly owned properties that provide essential public services. Functional replacement is a mechanism to provide a replacement facility for a publicly-owned facility when the fair market value (FMV) compensation for the acquisition of the facility would not be sufficient to restore the status quo of the public facility.

This approval includes the following:

- WISDOT will compensate Milwaukee County for the FMV of the land being acquired for Project I.D. 1060-33-23 at the current greenhouse location. Milwaukee County will provide the land on which the new greenhouse will be located.
- WISDOT will provide funding to Milwaukee County for the cost of functionally replacing the existing greenhouse facility. This will not include funding for any capacity increases (capacity does not include idle space which has not been utilized, actively maintained, or needed within a reasonably recent time period including space which has been allowed to fall into disrepair for lack of use), betterments or enhancements. It will, however, include compensation for the cost of surveys, necessary permits, site preparation, engineering, and construction of the greenhouse at the new location.
- WISDOT will pay to move the personal property located at the current greenhouse.

It is WisDOT's intention to:

- Negotiate the FMV of the land upon which the green house is located, as soon as is practicable. As part of this negotiation, WISDOT will review an owner's appraisal submitted by Milwaukee County. Please note, to be reimbursed for the cost of the appraisal, it must be submitted by March 5, 2012.

Name  
Date  
Page 2

- Complete the land acquisition and provide the compensation to Milwaukee County. These funds may be used as the County determines. No advance payments will be made for preliminary engineering or other early planning costs.

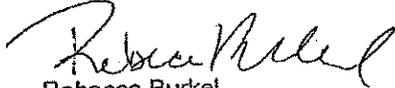
We would like to begin working with you as soon as possible on the development of a mutually acceptable, functional replacement agreement. The agreement will need to include, among other things:

- o A detailed timeline for the planning and construction of the new greenhouse, that will allow for the completion of the new greenhouse in approximately April, 2013, and construction of Swan Boulevard to begin in July of 2013.
- o Identification of the location of the new greenhouse.
- o Agreement from Milwaukee County that any existing greenhouse plans or designs will be provided to WISDOT at the earliest opportunity.
- o The process and timeframe by which Milwaukee County will obtain bids for the design and construction of the new greenhouse, and submit those bids to WisDOT for review.
- o The process and timeframe WisDOT will use to review the proposed design and determine the components of that design that are functionally equivalent to the existing greenhouse, and therefore compensable under functional replacement.

The process that will be used for making payments to Milwaukee County, and in what increments, for the design and construction of the new greenhouse.

Please contact Claudia Peterson, Technical Services Chief, Southeast Region, at 262-545-5905, at your earliest convenience to initiate the development of a functional replacement agreement.

Sincerely,



Rebecca Burkel  
Director  
Bureau of Technical Services

Cc: Craig Dillman Milwaukee County  
Claudia Peterson WISDOT  
Tanace Matthiesen WisDOT  
Carrie L Cox WISDOT



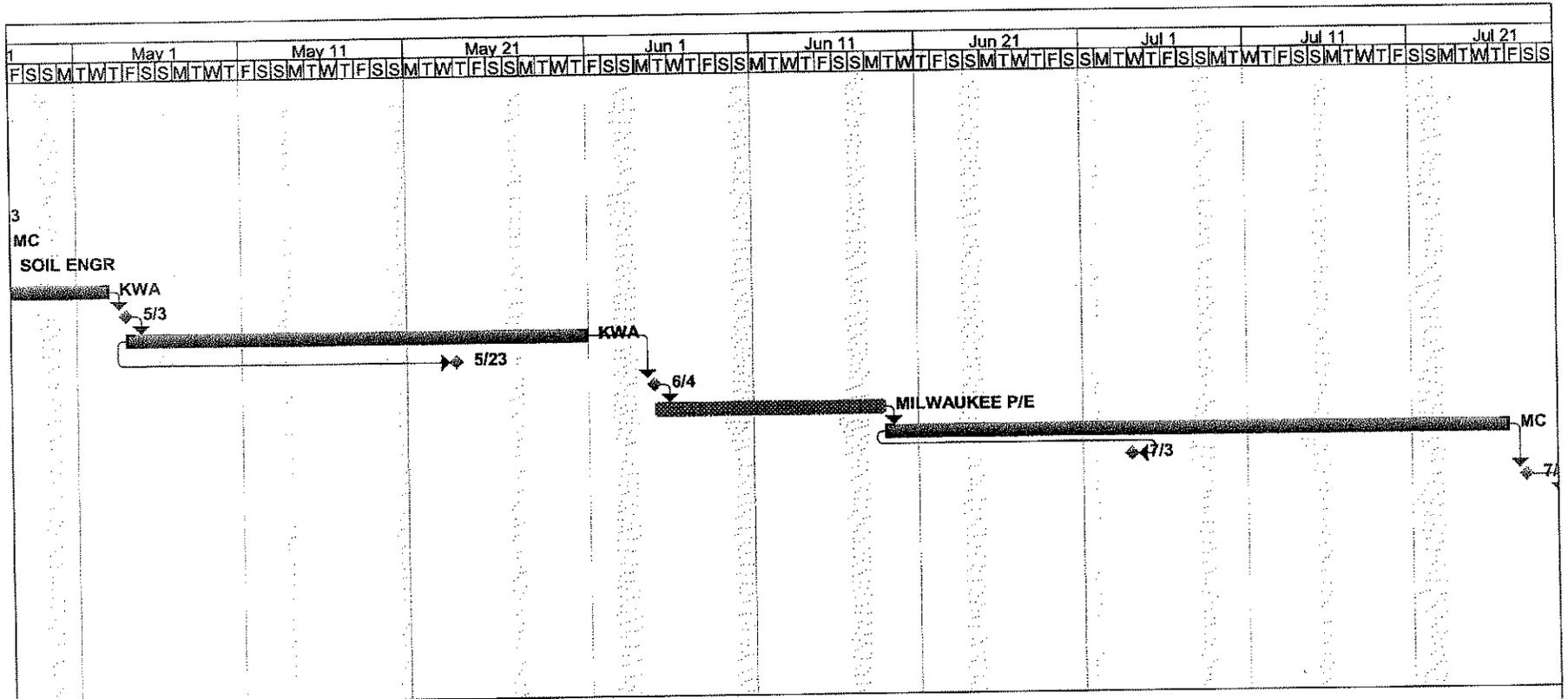
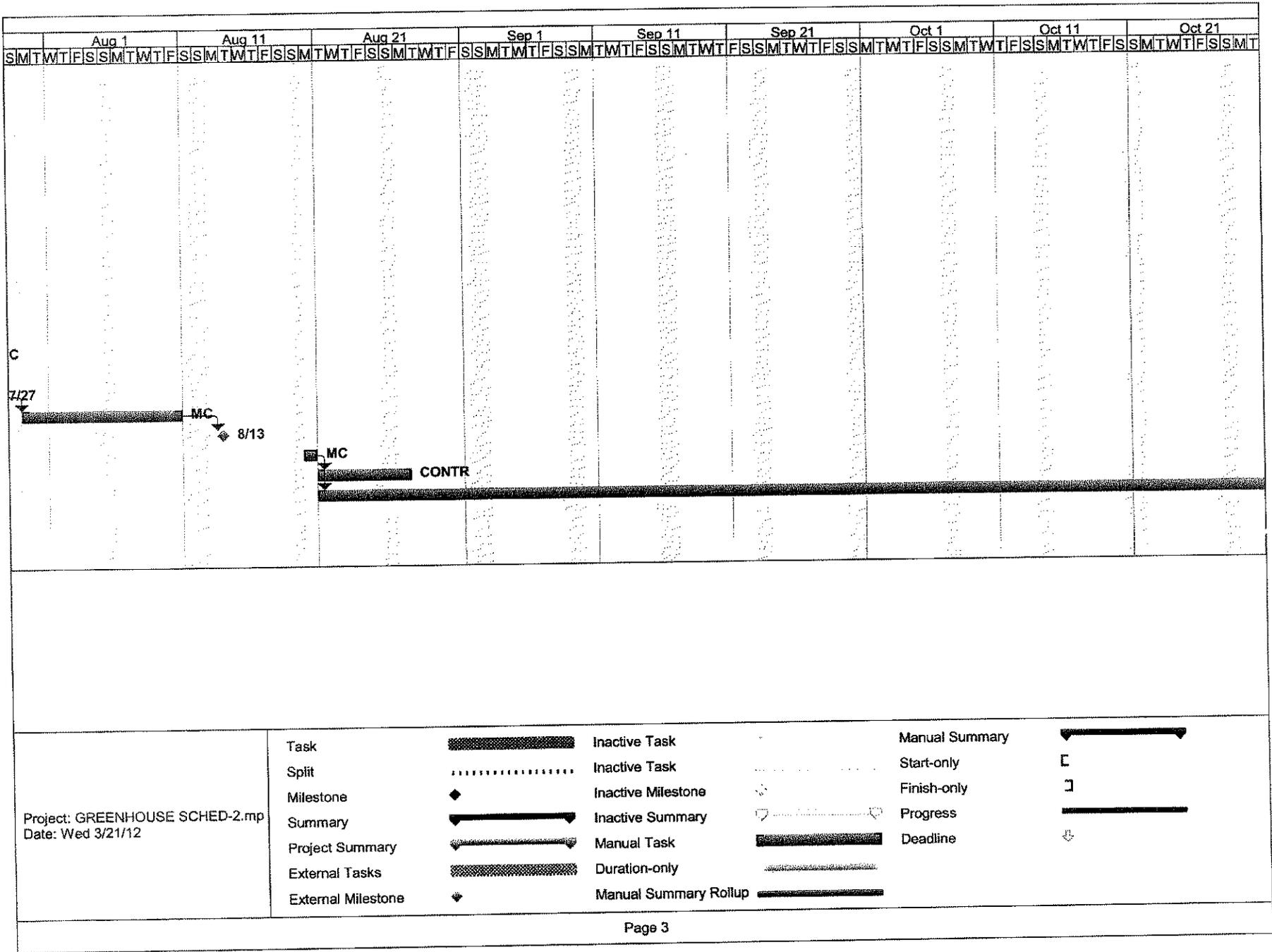
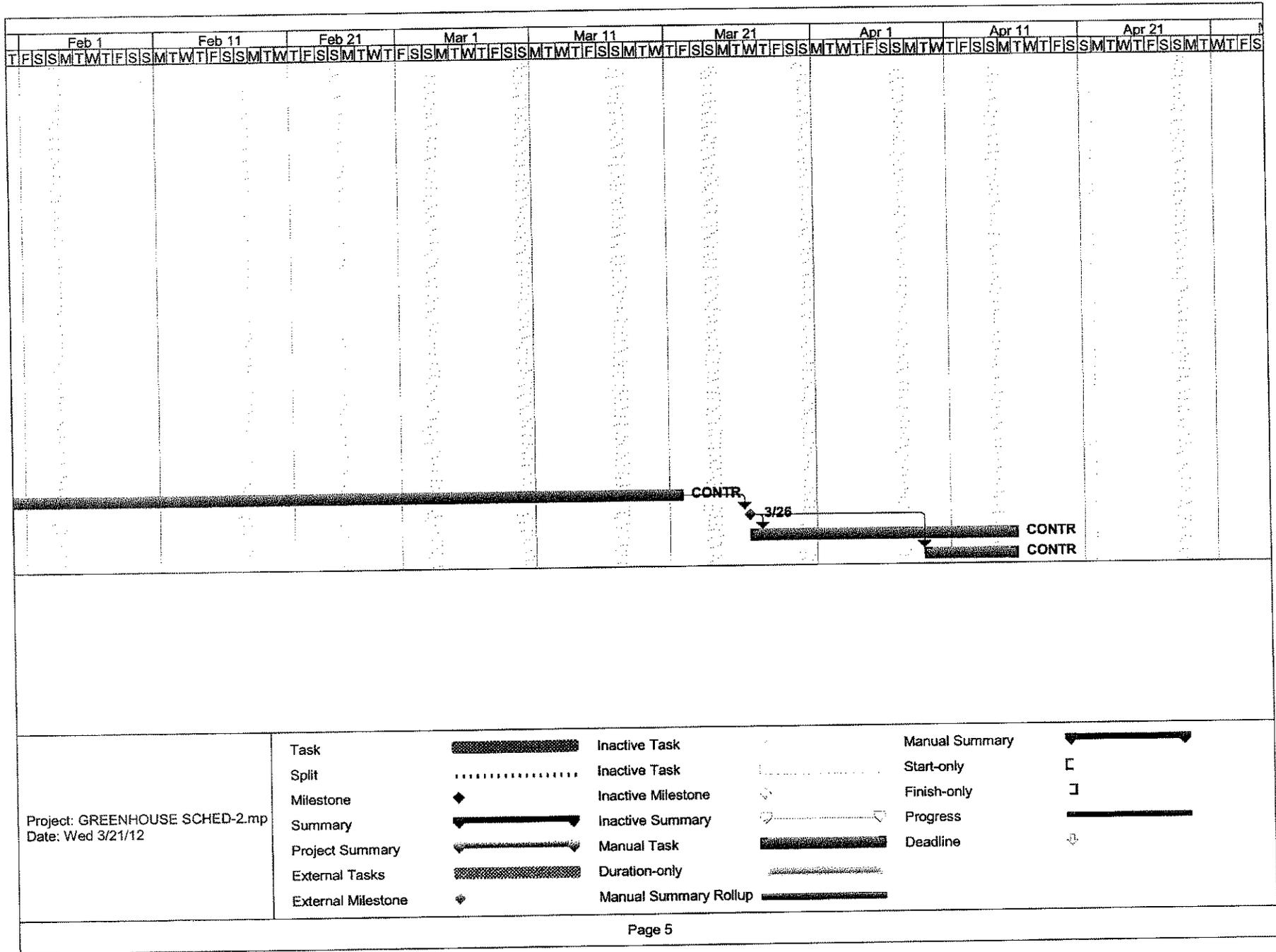


EXHIBIT "D"

Project: GREENHOUSE SCHED-2.mp Date: Wed 3/21/12	Task		Inactive Task		Manual Summary	
	Split		Inactive Task		Start-only	
	Milestone		Inactive Milestone		Finish-only	
	Summary		Inactive Summary		Progress	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only			
	External Milestone		Manual Summary Rollup			







**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
OF MAY 29, 2012 REGARDING FUNCTIONAL REPLACEMENT  
OF THE MILWAUKEE COUNTY GREENHOUSE FACILITY**

This First Amendment to the Memorandum of Understanding of May 29, 2012, (the MOU) is made and entered into by and between Wisconsin Department of Transportation (WisDOT) and Milwaukee County (County) to address changes in the MOU as previously agreed upon and signed by the parties.

WITNESSETH:

1. Except as provided herein, all recitals and agreements in the MOU as previously agreed upon and signed by the parties remain in full force and effect.
2. Any disagreement of terms between the MOU and this First Amendment shall be determined in favor of this First Amendment.
3. Paragraph 12 is added to the MOU, as follows:

“12. Following the providing to WisDOT by County on August 31, 2012 of that which was required by paragraph 5(h), WisDOT timely rejected all bids for construction of the Replacement Facility, as required by paragraph 5(l). Based thereon, the parties conferred and have agreed upon the following:

- (a) County has formally rejected all bids submitted pursuant to paragraph 5(h).
- (b) County shall amend its bid package, to add a construction completion date of August 31, 2013 and a \$1,000 per day incentive for an earlier construction completion date, for a maximum of 30 days or \$30,000.
- (c) Bid documents will be made available by County on October 31, 2012, with all bids to be submitted by November 28, 2012.
- (d) County will open bids on November 28, 2012 and deliver a copy of all qualified bids to WisDOT by November 30, 2012.
- (e) Within five (5) business days of receipt of at least two (2) qualified bids, WisDOT shall approve one (1) of the qualified bids.
- (f) WisDOT has taken the position that there is in excess of \$100,000 of betterment in materials specified for construction of the Replacement Facility. County has taken the position that there is less than \$100,000 of betterment in materials specified for construction of the Replacement

Facility. The parties have agreed to resolve this issue by agreeing that the materials betterment is \$100,000, for which WisDOT shall not be responsible to pay, under paragraph 8 of the MOU or otherwise.

- (g) The Greenhouse Facility at 10340 Watertown Plank Road will be vacated by June 1, 2013. The Replacement Facility may not be available for occupancy as of the date of vacating the Greenhouse Facility. WisDOT shall reimburse the County for the cost of purchasing plants and materials required during the period between June 1, 2013 and the date of actual occupancy, pursuant to Exhibit A, attached hereto and incorporated by reference herein, in an amount not to exceed \$115,000, provided the date of occupancy is on or before August 31, 2013. If the date of occupancy is after August 31, 2013, the aforesaid \$115,000 maximum amount may be increased by an amount equal to the amount of liquidated damages, as called for in the bid package. The amount for plants and materials under this paragraph 12(h) is in addition to that which is payable under paragraph 8 of the MOU.
- (h) The Greenhouse Facility at 10340 Watertown Plank Road will be vacated by June 1, 2013. The Replacement Facility may not be available for occupancy until on or about August 31, 2013. Paragraph 7 of the MOU is amended to include moving costs incurred by the County to move out of the Greenhouse Facility at 10340 Watertown Plank Road on or before June 1, 2013, and into interim Facilities prior to being able to move into the Replacement Facility.

**WISCONSIN DEPARTMENT  
OF TRANSPORTATION**

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

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

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

Title: \_\_\_\_\_

**MILWAUKEE COUNTY**

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

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

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

Title: \_\_\_\_\_

030735-0001\12026410.3

**From:** [Sarah.Toomsen@milwcnty.com](mailto:Sarah.Toomsen@milwcnty.com)  
**To:** [Marcuvltz, Alan H \(14927\)](mailto:Marcuvltz, Alan H (14927)@milwcnty.com)  
**Cc:** [James.Keegan@milwcnty.com](mailto:James.Keegan@milwcnty.com)  
**Subject:** 2013 Show Costs  
**Date:** Monday, October 08, 2012 2:15:55 PM

---

Alan,

We have estimated what our costs will be for June, July and August, 2013, assuming we vacate the Greenhouse Facility by June 1 and simply purchase materials elsewhere for reduced (simplified) summer, fall, and Holiday shows in 2013.

SUMMER 2013 – \$15,000 for plants, \$15,000 for materials (props, etc.)

FALL – \$15,000 for plants, \$15,000 for materials

HOLIDAY – \$20,000 for plants, \$15,000 for materials

This adds to \$95,000. Allowing for extra handling and a modest contingency, the total is \$115,000. We are willing to cap this at \$115,000 if you need to incorporate the figure into an agreement.

If you need something other than this, please let me know.

Thank you,  
Sarah



**SARAH TOOMSEN, PLA, LEED AP, CPSI**  
*Landscape Architect*

Milwaukee County Department of Parks, Recreation & Culture  
9480 Watertown Plank Road, Wauwatosa, WI 53226  
Ph: (414) 257-7389 Cell: (414) 380-2052  
Fax: (414) 257-8190  
[sarah.toomsen@milwcnty.com](mailto:sarah.toomsen@milwcnty.com)

\*\*\*\*\*

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.

**EXHIBIT A**

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
OF MAY 29, 2012 REGARDING FUNCTIONAL REPLACEMENT  
OF THE MILWAUKEE COUNTY GREENHOUSE FACILITY**

This First Amendment to the Memorandum of Understanding of May 29, 2012, (the MOU) is made and entered into by and between Wisconsin Department of Transportation (WisDOT) and Milwaukee County (County) to address changes in the MOU as previously agreed upon and signed by the parties.

WITNESSETH:

1. Except as provided herein, all recitals and agreements in the MOU as previously agreed upon and signed by the parties remain in full force and effect.
2. Any disagreement of terms between the MOU and this First Amendment shall be determined in favor of this First Amendment.
3. Paragraph 12 is added to the MOU, as follows:

“12. Following the providing to WisDOT by County on August 31, 2012 of that which was required by paragraph 5(h), WisDOT timely rejected all bids for construction of the Replacement Facility, as required by paragraph 5(l). Based thereon, the parties conferred and have agreed upon the following:

- (a) County has formally rejected all bids submitted pursuant to paragraph 5(h).
- (b) County shall amend its bid package, to add a construction completion date of August 31, 2013 and a \$1,000 per day incentive for an earlier construction completion date, for a maximum of 30 days or \$30,000.
- (c) Bid documents will be made available by County on October 31, 2012, with all bids to be submitted by November 28, 2012.
- (d) County will open bids on November 28, 2012 and deliver a copy of all qualified bids to WisDOT by November 30, 2012.
- (e) Within five (5) business days of receipt of at least two (2) qualified bids, WisDOT shall approve one (1) of the qualified bids.
- (f) WisDOT has taken the position that there is in excess of \$100,000 of betterment in materials specified for construction of the Replacement Facility. County has taken the position that there is less than \$100,000 of betterment in materials specified for construction of the Replacement Facility. The parties have agreed to resolve this issue by agreeing that the

materials betterment is \$100,000, for which WisDOT shall not be responsible to pay, under paragraph 8 of the MOU or otherwise.

- (g) The Greenhouse Facility at 10340 Watertown Plank Road will be vacated by June 1, 2013. The Replacement Facility may not be available for occupancy as of the date of vacating the Greenhouse Facility. WisDOT shall reimburse the County for the cost of purchasing plants and materials required during the period between June 1, 2013 and the date of actual occupancy, pursuant to Exhibit A, attached hereto and incorporated by reference herein, in an amount not to exceed \$115,000, provided the date of occupancy is on or before August 31, 2013. If the date of occupancy is after August 31, 2013, the aforesaid \$115,000 maximum amount may be increased by an amount equal to the amount of liquidated damages, as called for in the bid package. The amount for plants and materials under this paragraph 12(h) is in addition to that which is payable under paragraph 8 of the MOU.
- (h) The Greenhouse Facility at 10340 Watertown Plank Road will be vacated by June 1, 2013. The Replacement Facility may not be available for occupancy until on or about August 31, 2013. Paragraph 7 of the MOU is amended to include moving costs incurred by the County to move out of the Greenhouse Facility at 10340 Watertown Plank Road on or before June 1, 2013, and into interim Facilities prior to being able to move into the Replacement Facility.

**WISCONSIN DEPARTMENT  
OF TRANSPORTATION**

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

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

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

Title: \_\_\_\_\_

**MILWAUKEE COUNTY**

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

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

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

Title: \_\_\_\_\_

030735-0001\12026410.3

**COUNTY OF MILWAUKEE****INTER-OFFICE COMMUNICATION**

**DATE:** November 2, 2012

**TO:** Marina Dimitrijevic, Chairwoman County Board of Supervisors

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** Authorization to Use County Proceeds on Zoo Interchange Parcels 15, 45, 50 and 53 for Future Anticipated Legal Costs Associated with the Zoo Interchange Mitigation Project.

**POLICY**

County Board approval is required to authorize the use of funds for specified purposes.

**BACKGROUND**

In February of 2012, Milwaukee County entered into a legal contract with Michael Best & Friedrich, LLP to assist the County's representation for the Zoo Interchange Reconstruction Project being performed by the State of Wisconsin Department of Transportation. Originally, the work to be performed was limited to \$50,000 and was approved by the County Board of Supervisors, Resolution File # 12-186. Given the complex nature of the work and the ongoing process established by the Wisconsin Department of Transportation, a subsequent \$50,000 of additional authority was granted to the Milwaukee County Director of Transportation with the passage of Resolution File #12-452 to continue work associated with the Zoo Interchange Reconstruction Project. At the time of the second extension of \$50,000 it had become clear that legal fees associated with the reconstruction project were going to be in excess of the original \$100,000 authorized by the Board even though the resolution limited the second \$50,000 as a not to exceed extension.

In order to properly address the need for legal assistance, a Request for Proposal (RFP) was advertised by Milwaukee County. An independent panel recommended Michael Best & Friedrich, LLP. At the November 1, 2012 County Board meeting, Resolution File # 12-865 was passed approving the execution of a Professional Services Agreement for Legal Services with Michael Best & Friedrich, LLP as the selected vendor. The resolution also authorizes payment of outstanding legal fees that were incurred prior to the execution of the Professional Services Agreement limited to \$200,000.

In the June 2012 cycle, a fund transfer was approved moving \$240,687 of Zoo Interchange land sale proceeds to a capital account to be used for payment of outstanding legal fees for the work associated with the Zoo Interchange Reconstruction Project. It

should be noted that legal fees associated with the Zoo Interchange Reconstruction Project through actual invoices is over \$185,000 with an additional amount of \$30,000 anticipated for October.

In order for legal services provided by Michael Best & Friedrich, LLP to continue as authorized by the RFP process, additional funding will be needed to pay the invoices going forward and the expenditure authority originally authorized in the capital account will need to be increased so that payment can be made. For this reason, the department is requested that the sale proceeds associated with Zoo Interchange Parcels 15, 45, 50 and 53 in the amount of \$322,595 be provided to Capital Project WH0141011 so that current and future invoices for Michael Best & Friedrich, LLP can be paid for work performed.

### **RECOMMENDATION**

The Interim Director of the Department of Transportation recommends that County proceeds associated with Zoo Interchange Parcels 15, 45, 50 and 53 amounting to \$322,595 be used for future anticipated costs associated with the Zoo Interchange Mitigation Project. These funds shall be placed in Capital Project WH0141011.

Approved by:

---

Brian Dranzik, Interim Director  
Department of Transportation

Cc: Chris Abele, Milwaukee County Executive  
Amber Moreen, Chief of Staff, Milwaukee County Executive  
Chris Abele  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Pat Farley, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator, DAS  
Pam Bryant, Capital Finance Manager, Office of the Comptroller

1 (Item )From the Interim Director, Department of Transportation requesting approval to use  
2 County Proceeds from Zoo Interchange Parcels 15, 34, 50 and 53 for costs associated with  
3 the Zoo Interchange Mitigation Project.  
4  
5  
6

7 **A RESOLUTION**  
8  
9  
10

11 WHEREAS, in February of 2012, Milwaukee County entered into a legal contract  
12 with Michael Best and Friedrich, LLP, to assist the County in representation for the Zoo  
13 Interchange Reconstruction Project; and  
14

15 WHEREAS, the County Board passed Resolution File # 12-186 authorizing the  
16 Department of Transportation to enter into the legal contract with Michael Best and  
17 Friedrich not to exceed \$50,000; and  
18

19 WHEREAS, a subsequent resolution was passed in June of 2012, Resolution File #  
20 12-452 allowing for an additional not to exceed amount of \$50,000 for legal services  
21 provided by Michael Best and Friedrich to continue work associated with the Zoo  
22 Interchange Mitigation Project; and  
23

24 WHEREAS, in order to legitimately address the need for legal assistance on the Zoo  
25 Interchange Mitigation Project, a Request for Proposal (RFP) process was initiated to  
26 establish a Professional Services Agreement with the selected vendor; and  
27

28 WHEREAS, the result of the RFP process being performed by an independent panel  
29 recommended Michael Best and Friedrich be retained as legal counsel for the mitigation  
30 work; and  
31

32 WHEREAS, the County Board passed Resolution File # 12-865 approving the RFP  
33 selection of Michael Best and Friedrich and authorizing payment for outstanding legal fees  
34 prior to the contract execution of the Professional Services Agreement not to exceed  
35 \$200,000; and  
36

37 WHEREAS, current invoices received by Michael Best and Friedrich are at \$185,000  
38 and are expected to reach the \$200,000 before the end of 2012; and  
39

40 WHEREAS, for legal services to continue in the spirit of the agreed to Professional  
41 Services Agreement and necessary to the success of the Zoo Interchange Mitigation Project,  
42 additional funding will need to be authorized; and  
43

44 WHEREAS, sale proceeds available to the County for Zoo Interchange Parcels 14,  
45 45, 50 and 53 account for \$322,595 in available additional funding; and

46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84

WHEREAS, the amount of \$322,595 should assist in payment for invoices for the remainder of 2012 and most of 2013 to carry out the intent of the RFP; now, therefore,

BE IT RESOLVED, that proceeds in the amount of \$322,595 from Zoo Interchange Parcels 15, 45, 50 and 53 be placed in Capital Project WH0141011 and used for costs associated with the Zoo Interchange Mitigation Project; and

BE IT FURTHER RESOLVED that the Department of Administrative Services is authorized to process an administrative transfer to increase the budget of Capital Project WH0141011 by \$322,595.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** November 4, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution authorizing the use of County Proceeds from Zoo Interchange Parcels 15, 45, 50 and 53 for legal costs associated with the Zoo Interchange Mitigation Project.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	\$322,595	0
	Revenue	\$322,595	0
	Net Cost	0	0

**DESCRIPTION OF FISCAL EFFECT**

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

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

This resolution authorizes the use of County proceeds from Zoo Interchange Mitigation parcels 15, 45, 50 and 53 for legal costs associated with the project. These funds will cover costs anticipated through the end of 2012 and into 2013. The approval of this resolution has no impact to County tax levy as expenditures are expected to be offset with land sale proceeds.

Department/Prepared By Brian Dranzik, Interim Director of Transportation

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

Did DAS-Fiscal Staff Review?        Yes        No

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

**COUNTY OF MILWAUKEE****INTER-OFFICE COMMUNICATION**

**DATE:** November 15, 2012

**TO:** Marina Dimitrijevic, Milwaukee County Board Chairwoman

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** Agreement with Milwaukee County Research Park Corporation (MCRPC) regarding the division of eminent domain compensation for property interests acquired by the Wisconsin Department of Transportation (WisDOT) for the Zoo Freeway Interchange reconstruction project on land within the Milwaukee County Research Park (Research Park) and the approval of compensation amounts offered by WisDOT for property interests needed on Milwaukee County owned land within/outside the boundaries of the Research Park.

**POLICY ISSUE:**

WisDOT has been legislatively authorized to reconstruct the Zoo Freeway Interchange by the State of Wisconsin and by the Federal Highway Administration (FHWA) under various state and federal statutes and codes. The approval of the Milwaukee County Board is required of compensation amounts to be paid for the acquisitions of the reconstruction project. Chapter 32.05 of the Wisconsin Statutes defines the eminent domain process for acquiring land/property interests for transportation use.

**BACKGROUND:**

Various property interests needed by WisDOT for the Zoo Freeway Interchange reconstruction are located on County-owned land and also County-owned land under the jurisdiction of the Research Park. The enclosed Third Amendment of the Conveyance Agreement (Third Amendment) between the County and MCRPC, dated September 30, 1998, provides for the division of Research Park land sale net revenues, 65% to the County and 35% to MCRPC. Since the conveyance of land and property interests under the eminent domain process wasn't specifically addressed in the Third Amendment, a subsequent agreement (Agreement) to the Third Amendment is recommended to maintain the spirit of the Third Amendment for those property interests acquired by WisDOT within the Research Park. A copy of the Agreement is hereby attached.

The County has received final offers from WisDOT to acquire the needed property interests on four (4) parcels (Parcels 15, 45, 50, 53) located on County-owned land and County-owned land within the Research Park. Copies of the offering letters and the exhibits depicting the properties and the needed property interests are attached. The offer amounts were derived from appraisals, input from WisDOT/MCRPC consultants and negotiations with WisDOT. As indicated in the table below, two of the parcels include compensation from WisDOT to convert boiler heating and chiller systems served by the existing central WE Energies

underground steam/cooling distribution lines, to individual free standing heating/cooling units within each building west of Highway 45. WisDOT concluded and County staff concurred that funding the conversion to individual free standing heating/cooling units for each building west of the Highway 45 Interchange, as a project cost, was more cost effective than replacing the WE Energies centralized underground steam/cooling lines west of the reconstructed interchange.

The WisDOT offers are as follows:

Parcel	Initial WisDOT Offer	Final WisDOT Offer	County Proceeds	MCRPC Proceeds
15	\$19,000	\$107,100	\$107,100	\$ 0
45	79,000	583,100*	104,795	478,305
50	175,900	374,400**	90,032	158,379
53	132,000	386,300***	20,668	365,632
Totals	\$405,900	\$1,450,900	\$322,595	\$1,002,316

\* Includes payment to MCRPC of \$421,850 for boiler replacement at the Research Park M-1 building (Technology Innovation Center) and \$56,455<sup>1</sup> for 35% of land interests acquired from Research Park land.

\*\* Includes \$125,989 payment to the City of Wauwatosa for boiler replacement in the fire station building and a \$137,428 payment to MCRPC for relocation of the entry wall planter and landscaping and \$20,951<sup>1</sup> for 35% of land interests acquired from the portion of the parcel that is Research Park land.

\*\*\* Includes payment to MCRPC of \$354,488 for relocation of three entry wall planters and landscaping and \$11,144<sup>1</sup> for 35% of land interests from Research Park land.

<sup>1</sup>The 35% payment to MCRPC for the land interests acquired by WisDOT from Research Park Parcels 45, 50, & 53 are gross proceeds. The gross proceeds will be adjusted to reimburse the County for 35% of the costs for negotiation management, legal and appraisal services provided to MCRPC by the County for Research Park parcels.

Parcel 15 comprises no Research Park land, so the County receives all of the \$107,100 proceeds.

**RECOMMENDATION:**

Staff respectfully requests that the Transportation, Public Works and Transit Committee recommend to the County Board of Supervisors acceptance of the above-described Agreement with the MCRPC and acceptance of the final offer amounts from the WisDOT of \$107,100 for Parcel 15, \$583,100 for Parcel 45, \$ 374,400 for Parcel 50, and \$386,300 for Parcel 53, as full and final payment and the division of those proceeds as noted above.

---

Brian Dranzik, Interim Director,  
Department of Transportation

Meeting Date: December 5, 2012  
Attachments

cc: Chris Abele, County Executive  
Supervisor Jim Luigi Schmitt, District 6  
William R. Drew, Executive Director, Milwaukee County Research Park Corporation  
Kimberly Walker, Corporation Counsel  
Patrick Farley, Director, Department of Administrative Services (DAS)  
Brian Taffora, Director of Economic Development (DAS)  
James Keegan, Interim Director, Department of Parks, Recreation and Culture (DPRC)  
Greg High, Director, AE & ES (DAS)  
Craig Dillmann, Manager of Real Estate (DAS)  
James Martin, Fiscal and Budget Administrator

1  
2  
3  
4 (Item ) Agreement with Milwaukee County Research Park Corporation (MCRPC)  
5 regarding the division of eminent domain compensation for property interests acquired  
6 by the Wisconsin Department of Transportation (WisDOT) for the Zoo Freeway  
7 Interchange reconstruction project on land within the Milwaukee County Research Park  
8 (Research Park) and the approval of compensation amounts offered by WisDOT for  
9 property interests needed on Milwaukee County owned land within/outside the  
10 boundaries of the Research Park, by recommending adoption of the following:  
11  
12 .

### 13 RESOLUTION

14  
15 WHEREAS, WisDOT has been legislatively authorized to reconstruct the Zoo  
16 Freeway Interchange by the State of Wisconsin and by the Federal Highway  
17 Administration (FHWA) under various state and federal statutes and codes; and  
18

19 WHEREAS, Chapter 32.05 of the Wisconsin Statutes defines the eminent  
20 domain process for acquiring land/property interests for transportation use; and  
21

22 WHEREAS, the approval of the Milwaukee County Board is required of  
23 compensation amounts to be paid for the acquisitions of the reconstruction project; and  
24

25 WHEREAS, various property interests needed by WisDOT for the Zoo Freeway  
26 Interchange reconstruction are located on County-owned land and also County-owned  
27 land under the jurisdiction of the Research Park; and  
28

29 WHEREAS, the Third Amendment of the Conveyance Agreement  
30 (Third Amendment) between the County and MCRPC, dated September 30, 1998,  
31 provided for the division of Research Park land sale net revenues, 65% to the County  
32 and 35% to MCRPC. Since the conveyance of land and property interests under the  
33 eminent domain process wasn't specifically addressed in the Third Amendment, a  
34 subsequent agreement (Agreement) to the Third Amendment is recommended to  
35 maintain the spirit of the Third Amendment for those property interests acquired by  
36 WisDOT within the Research Park; and  
37

38 WHEREAS, the County has received final offers from WisDOT to acquire the  
39 needed property interests on four (4) parcels (Parcels 15, 45, 50, 53) located on  
40 County-owned land and County-owned land within the Research Park; and  
41

42 WHEREAS, the offer amounts were derived from appraisals, input from  
43 WisDOT/MCRPC consultants and negotiations with WisDOT; and  
44

45 WHEREAS, as indicated in the table below, two of the parcels include  
 46 compensation from WisDOT to convert boiler heating and chiller systems served by the  
 47 existing central WE Energies underground steam/cooling distribution lines, to individual  
 48 free standing heating/cooling units within each building west of Highway 45. WisDOT  
 49 concluded and County staff concurred that funding the conversion to individual free  
 50 standing heating/cooling units for each building west of the Highway 45 Interchange, as  
 51 a project cost, was more cost effective than replacing the WE Energies centralized  
 52 underground steam/cooling lines west of the reconstructed interchange.

Parcel	Initial WisDOT Offer	Final WisDOT Offer	County Proceeds	MCRPC Proceeds
15	\$19,000	\$107,100	\$107,100	\$ 0
45	79,000	583,100*	104,795	478,305
50	175,900	374,400**	90,032	158,379
53	132,000	386,300***	20,668	365,632
Totals	\$405,900	\$1,450,900	\$322,595	\$1,002,316

53  
 54 \* Includes payment to MCRPC of \$421,850 for boiler replacement at the Research  
 55 Park M-1 building (Technology Innovation Center) and \$56,455<sup>1</sup> for 35% of land  
 56 interests acquired from Research Park land.

57  
 58 \*\* Includes \$125,989 payment to the City of Wauwatosa for boiler replacement in  
 59 the fire station building and a \$137,428 payment to MCRPC for relocation of the  
 60 entry wall planter and landscaping and \$20,951<sup>1</sup> for 35% of land interests  
 61 acquired from the portion of the parcel that is Research Park land.

62  
 63 \*\*\* Includes payment to MCRPC of \$354,488 for relocation of three entry wall  
 64 planters and landscaping and \$11,144<sup>1</sup> for 35% of land interests from Research  
 65 Park land

66  
 67 <sup>1</sup>The 35% payment to MCRPC for the land interests acquired by  
 68 WisDOT from Research Park Parcels 45, 50, & 53 are gross  
 69 proceeds. The gross proceeds will be adjusted to reimburse the  
 70 County for 35% of the costs for negotiation management, legal and  
 71 appraisal services provided to MCRPC by the County for Research  
 72 Park parcels.

73  
 74 ; and

75  
 76 WHEREAS, Parcel 15 comprises no Research Park land, so the County receives  
 77 all of the \$107,100 proceeds; and

78

79                   WHEREAS, the Committee on Transportation, Public Works & Transit at their  
80 meeting on December 5, 2012 recommended acceptance of the above-described  
81 Agreement with the MCRPC and acceptance of the final offer amounts from the  
82 WisDOT of \$107,100 for Parcel 15, \$583,100 for Parcel 45, \$ 374,400 for Parcel 50,  
83 and \$386,300 for Parcel 53, as full and final payment and the division of those  
84 proceeds as noted above; now, therefore,  
85

86                   BE IT RESOLVED, that the Interim Director of Transportation is hereby  
87 authorized to sign the above-described Agreement with MCRPC and accept the final  
88 offer amounts from the WisDOT of \$107,100 for Parcel 15, \$583,100 for Parcel 45,  
89 \$374,400 for Parcel 50, and \$386,300 for Parcel 53, as full and final payment, and  
90

91                   BE IT FURTHER RESOLVED, that the Interim Director of Transportation or the  
92 appropriate County staff person receive and undertake any and all steps necessary to  
93 distribute the proceeds as noted above.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 11/13/12

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Agreement with Milwaukee County Research Park Corporation (MCRPC) regarding the division of eminent domain compensation for property interests acquired by the Wisconsin Department of Transportation (WisDOT) for the Zoo Interchange reconstruction project on land within the Milwaukee County Research Park (Research Park) and approval of compensation amounts offered by WisDOT for property interests needed on Milwaukee County owned land within/outside the boundaires of the Research Park.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure	322,595	
	Revenue	322,595	
	Net Cost	0	

## DESCRIPTION OF FISCAL EFFECT

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

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

A. Represents the County portion of expected revenue for the sale of land to be purchased by the Wisconsin Department of Transportation (WisDOT) as part of the Zoo Interchange freeway reconstruction project. The land parcels included are as follows: 15,45,50,53.

B. The County portion of revenue expected from these land sale proceeds totals \$322,595. This revenue is requested to be used to pay future expected costs incurred by the County related to the Zoo Interchange freeway reconstruction project.

C. Expenditures and revenue for the Zoo Interchange capital improvement project would be increased by \$322,595 to reflect approval of the request to use these funds to pay future expected costs related to the Zoo Interchange freeway reconstruction project.

D. None.

Department/Prepared By James H. Martin, Interim Fiscal Administrator - MCDOT

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

Did DAS-Fiscal Staff Review?  Yes  No

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

THIRD AMENDMENT TO CONVEYANCE AGREEMENT  
AND AGREEMENT REGARDING DEBT

THIS THIRD AMENDMENT TO CONVEYANCE AGREEMENT (this "Agreement") is dated as of this 30<sup>th</sup> day of September 1998, between MILWAUKEE COUNTY (the "County") and MILWAUKEE COUNTY RESEARCH PARK CORPORATION ("MCRPC").

RECITALS

The County and MCRPC acknowledge the following:

A. The County has adopted an Amended Resolution referenced as file no. 98-348 (Journal, June 18, 1998), attached to this Agreement as Exhibit A and such Resolution is hereby incorporated herein (the "Resolution"), which approves the conveyance of all or portions of the Designated Land (as hereinafter defined) to MCRPC.

B. The County and MCRPC entered into that certain Conveyance Agreement dated April 2, 1996, as amended by that certain Amendment to Conveyance Agreement, and further are amended by the Second Amendment to Conveyance Agreement dated April 20, 1998, copies of which are attached hereto and incorporated herein as Rider I (collectively, the "Conveyance Agreement").

C. The County Board of Supervisors directed MCRPC to create a program to increase minority participation in the technology field as well as within the Research Park. MCRPC adopted an Affirmative Action Plan by approval of MCRPC's Board of Directors at its May 28, 1998 meeting, and implementation of the plan is proceeding immediately.

D. The County and MCRPC desire to enter into this Agreement to modify and amend the Conveyance Agreement by adding all the Research Park lands in the southwest quadrant to the definition of Designated Lands in the Conveyance Agreement and to extend the date for such sales for five years with three five-year options to extend, (making the Conveyance Agreement coterminous with the Technology Innovation Center lease between the County and MCRPC), all pursuant to the terms of this Agreement.

E. The County and MCRPC also desire to memorialize their agreements regarding the following: (1) the amount of tax levy advanced to be considered MCRPC debt (\$1.2 million); (2) 65% of the revenue from the sale of the Designated Lands to be paid to the County; (3) land sales revenue paid to the

County shall be considered as payment of MCRPC debt; and (4) MCRPC shall agree not to request tax levy to support its operations.

## AGREEMENTS

In consideration of the Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the County and MCRPC, and the mutual agreements which follow, the County and MCRPC hereby agree as follows:

1. The County agrees to convey all lands being located in the southwest quadrant in the Milwaukee County Research Park, as depicted on Rider 2 attached hereto and incorporated herein, (collectively hereinafter, the "Designated Land") to MCRPC in accordance with the terms and conditions of the Resolution and this Agreement. The definition of the Designated Land provided for in the Conveyance Agreement shall, effective as of the date of this Agreement, include all the Designated Land described above and the Conveyance Agreement shall continue through the Expiration Date, which is hereby amended to September 30, 2003. Moreover, the Conveyance Agreement shall be automatically extended for three five-year consecutive terms; unless either MCRPC or the County provides a written termination notice to the other party not less than 120 days prior to the expiration of the applicable term of the Conveyance Agreement. In the event such a termination notice is given, the Conveyance Agreement shall terminate effective as of the last date of the applicable term. As provided for in the Conveyance Agreement, if a Sale Notice (as defined in the Conveyance Agreement) is delivered to the County prior to the Expiration Date, the County shall complete such transaction, even if the closing occurs after the Expiration Date.

2. The County and MCRPC hereby agree as follows:

(a) MCRPC will no longer receive tax levy funding to support its operations.

(b) The amount of tax levy previously advanced to MCRPC, which will be considered debt to be repaid to the County, is \$1.2 million (the "Debt").

(c) MCRPC will be required to return 65% of sales revenues to the County. Notwithstanding, anything to the contrary provided for above, MCRPC shall receive the first \$400,000 of sales revenues following the date of this Agreement to satisfy the County approved MCRPC 1998 budget allocation.

(d) All land sale revenues returned to the County will be considered as repayment of the Debt.

3. The County and MCRPC also agree to comply with all other terms, conditions and obligations described in the Conveyance Agreement, as modified herein, and Resolution in the same manner as if such terms, conditions and obligations were typed on this Agreement. MCRPC and the County agree that this Agreement commits and binds the parties to its terms and conditions and prohibits unilateral modification, amendment, termination or revocation by either party.

4. In the event of default by MCRPC or the County, the nondefaulting party shall have the right to seek and obtain any remedy available at law or in equity, including, without limitation, the right to specifically enforce the terms and conditions of this Agreement.

5. This Agreement may only be amended, modified, supplemented or terminated by an agreement signed by an authorized person for all of the parties hereto and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

6. Except as specifically modified herein, the Conveyance Agreement shall remain in full force and effect.

MILWAUKEE COUNTY

BY F. Thomas Ament  
F. Thomas Ament, County Executive

Attest:

Mark E. Ryan  
Mark E. Ryan, County Clerk

MILWAUKEE COUNTY RESEARCH  
PARK CORPORATION

BY James N. Elliott  
James N. Elliott, Chairman

APPROVED  
FOR  
EXECUTION  
Andrew Henschel  
CORPORATION  
COUNSEL  
8/31/99

EXHIBIT A

File No. 98-348  
(Journal, June 18, 1998)

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

(ITEM 16) Resolution by Supervisors Ryan, Jasenski, Dean and others, relating to distribution of revenue from the sale of Milwaukee County Research Park Corporation (MCRPC) leased lands, repayment of funds advanced to MCRPC and funding of MCRPC annual operating budgets, by recommending adoption of the following:

AN AMENDED RESOLUTION

WHEREAS, a Blue Ribbon Task Force appointed by former County Executive William F. O'Donnell in April, 1984, recommended that Milwaukee County develop a research and technology park on County Institutions land located in the City of Wauwatosa; and

WHEREAS, the Milwaukee County Board of Supervisors considered the recommendations contained in the final report of the Blue Ribbon Task Force in May, 1986, and unanimously endorsed the report and its findings (File Nos. 84-945 and 86-84); and

WHEREAS, the Milwaukee County Research Park Corporation (MCRPC) was incorporated as a private, non-profit entity in May, 1987; and in January, 1992, the County Board of Supervisors unanimously approved a 100 year Ground Lease, Restrictive Covenants, a Master Plan, and a Development Agreement with the MCRPC for approximately 175 acres of County-owned land; and

WHEREAS, in March, 1992, the MCRPC received its first funding advance from Milwaukee County, as provided for in the development agreement; and

WHEREAS, from 1989-1993, the MCRPC incurred expenditures for "soft-costs" that are present in a major real estate development, such as, site planning, legal issues, environmental investigation, economic feasibility, TID analysis and marketing; and

WHEREAS, since 1994, the MCRPC has installed public improvements financed by a Tax Incremental District (TID) which have added \$7.6 million to the value of its leased land holdings; and

WHEREAS, the MCRPC also leases the former Muirdale Sanitarium (M-1 Building) from Milwaukee County and has invested approximately \$1 million in the development of an incubator facility, the Technology Innovation Center; and

WHEREAS, the MCRPC has, with the approval of Milwaukee County, sold 24 acres of land for construction of a corporate headquarters and two multi-tenant buildings,

34 development which has added approximately \$25 million in new tax base; and

35 WHEREAS, the Milwaukee County Research Park is currently home to nearly 40  
36 companies, occupying approximately 275,000 square feet of space and employing over  
37 900 people; and

38 WHEREAS, the County Board of Supervisors has directed the Department of  
39 Administration (File No. 97-727) to "review the administration and policies of the  
40 Economic Development Division and the Milwaukee County Research Park Corporation  
41 and staff and recommend changes, if any, to the Committee on Economic Development  
42 and the County Board..."; and

43 WHEREAS, the Director of the Department of Administration, in a report dated  
44 March 4, 1998, submitted a series of recommendations related to the MCRPC's operating  
45 budget, staffing, management of the TIC and distribution of land sale revenue; and

46 WHEREAS, these recommendations were submitted to the MCRPC Board of  
47 Directors for review and consideration; and

48 WHEREAS, the MCRPC Board of Directors, at a meeting on April 28, 1998,  
49 endorsed the following recommendations to be considered by Milwaukee County:

- 50 1. Amount of tax levy advance to be considered MCRPC debt - \$1.2 million.
- 51 2. 65% of land sales revenue be paid to Milwaukee County.
- 52 3. Land sale revenue paid Milwaukee County be considered as payment of  
53 MCRPC debt.
- 54 4. MCRPC agrees not to request tax levy to support its operations.
- 55 5. Milwaukee County agrees to authorize the sale of remaining MCRPC leased  
56 land located within the southwest quadrant of the County Grounds.
- 57 6. Milwaukee County agrees to extend the Technology Innovation Center lease to  
58 September 30, 2003, and grant three five-year options to lease commencing  
59 October 1, 2003.

60 and

61 WHEREAS, on May 28, 1998 the Milwaukee County Research Park Corporation  
62 Board approved a "Research Park Corporation Affirmative Action Plan" thereby declaring  
63 its commitment to the principle of equal employment opportunity by declaring the

64 following four objectives and five implementation steps to advance the diversity of  
65 employees working in Milwaukee County Research Park businesses:

66 Objectives:

- 67 1) To increase the pool of minority applicants qualified for employment at the  
68 Milwaukee County Research Park.
- 69 2) To increase awareness of businesses located in the Milwaukee County Research  
70 Park of the importance of employee diversity in the workforce.
- 71 3) To increase employment of minorities and workforce diversity at the  
72 Milwaukee County Research Park.
- 73 4) To periodically review workforce diversity at the Milwaukee County Research  
74 Park.

75 Implementation Steps:

- 76 1) **Lease Agreements** - Each lease for space in the Technology Innovation Center  
77 will contain a "nondiscrimination and affirmative action plan" whereby a tenant  
78 of the Park will not discriminate on the grounds of race, color, national origin,  
79 religion, age, sex or disability.
- 80 2) **Land Sales/Lease Agreements** - Each agreement to sell or lease land will  
81 contain a "nondiscrimination and affirmative action plan" whereby the  
82 Buyer/Lessee shall agree not to discriminate against any employee or applicant  
83 for employment because of race, color, national origin, religion, age, sex or  
84 disability.
- 85 3) **Workforce Development** - The Research Park will establish a Scholarship  
86 Program for the purpose of encouraging young adults, with an emphasis on  
87 minorities and women to pursue a career in the field of Information Technology  
88 and other technology disciplines. Funding for the Scholarship Fund will be  
89 provided from the Research Park Technology Development Fund.
- 90 4) **Tenant Education** - Tenant education through monthly tenant meetings will  
91 include speakers knowledgeable in such fields as Affirmative Action, Equal  
92 Opportunity, Minority Business Development and Workforce Development.
- 93 5) **Outreach** - Include provision in the Research Marketing Plan that provide for  
94 advertising Research Park rental/sales opportunities and other noteworthy news  
95 in publications that circulate in the minority/women's business community.

96 now, therefore,

97 BE IT RESOLVED, that the Milwaukee County Board of Supervisors, having  
98 considered this request from the MCRPC Board of Directors, does hereby adopt the  
99 following policies related to operation of the Milwaukee County Research Park:

- 100 1. The MCRPC will no longer receive tax levy funding to support its operations.
- 101 2. The amount of tax levy previously advanced to MCRPC, which will be  
102 considered debt, to be repaid to Milwaukee County is \$1.2 million.
- 103 3. Milwaukee County will provide authorization to MCRPC to sell the remaining  
104 MCRPC leased lands located within the southwest quadrant of the County  
105 Grounds.
- 106 4. MCRPC will be required to return 65% of all land sale revenues to Milwaukee  
107 County.
- 108 5. All land sale revenues returned to Milwaukee County will be considered as  
109 repayment of the existing MCRPC debt.
- 110 6. Milwaukee County agrees to extend the MCRPC's lease for the Technology  
111 Innovation Center (M-1 Building) to September 30, 2003, and will grant three  
112 additional five-year option periods commencing on October 1, 2003.

113 and

114 BE IT FURTHER RESOLVED, that the Directors of the Department of Administration  
115 and the Department of Public Works are hereby authorized to execute any and all  
116 instruments, documents, and forms necessary to carry out the intent of this resolution and  
117 shall submit same to the County Board for approval prior to implementation of the policies  
118 set forth in this resolution.

119 FISCAL NOTE: The adoption of this resolution establishes the policy of Milwaukee  
120 County eliminating tax levy funds in future budgets for the Research Park.  
121 The Resolution allows the MCRPC to sell the remaining MCRPC leased  
122 land within the southwest quadrant of the County Grounds and extends  
123 the lease for the Technology Innovation Center. This Resolution will  
124 change the revenue which the County would receive from future land  
125 sales, which are unknown at this time, so that the actual future revenue  
126 from land sales cannot be determined.

127 CEB/TK/1h  
128 June 15, 1998  
129 C:\OFFICE\WPWIN\WPDOS\FIN-AUD\061198\98-348.RES

## AGREEMENT

THIS AGREEMENT is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2012, between Milwaukee County (the "County") and Milwaukee County Research Park Corporation (the "MCRPC").

### RECITALS

The County and MCRPC acknowledge the following:

A. The parties to this Agreement have previously entered into a Conveyance Agreement, which has been since amended on three (3) occasions.

B. Paragraph 2(c) of the Third Amendment to the Conveyance Agreement contains paragraph 2(c), which provides for the division of net revenues from Designated Land sales, 65% to the County and 35% to MCRPC.

C. The Wisconsin Department of Transportation ("WisDOT") is proceeding to acquire various portions of Designated Land, under WisDOT's eminent domain powers, which will result in either formal takings or conveyances under threat of, or in lieu of, condemnation.

D. The parties to this Agreement, in recognition of the spirit and general intent of the Conveyance Agreement, as amended, desire to provide for the division of net revenues from the aforesaid formal takings or conveyances under threat of, or in lieu of, condemnation.

### AGREEMENTS

1. The County, in consultation with MCRPC, shall provide negotiation management, legal and appraisal services for every acquisition by WisDOT of any Designated Land under WisDOT's eminent domain powers.

2. If the County deems it to be in the County's best interest, it shall use the net revenues of such acquisitions to purchase any land and/or construct any structures, which may be needed to replace the functions displaced by WisDOT's acquisition of any Designated Land. Any remaining revenues of such acquisitions, after the above purchases and/or constructions, shall be divided 65% to the County and 35% to MCRPC..

3. Except as provided herein, the Conveyance Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**MILWAUKEE COUNTY:**

By: \_\_\_\_\_  
County Executive

Attest: \_\_\_\_\_  
County Clerk

**MILWAUKEE COUNTY RESEARCH  
PARK CORPORATION:**

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

030735-0001\11617310.1



Division of Transportation  
System Development  
Southeast Regional Office  
141 NW Barstow Street  
PO Box 798  
Waukesha WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 262-548-5903  
Facsimile (FAX): 262-548-6424  
E-mail: [ser.dtsd@dot.wi.gov](mailto:ser.dtsd@dot.wi.gov)

September 05, 2012

Frank Busalacchi  
2711 West Wells Street  
Milwaukee, WI 53208

Alan Marcuvitz  
Michael Best & Friedrich LLP  
100 East Wisconsin Avenue, Suite 3300  
Milwaukee, WI 53202-4108

Craig C Dillman  
Milwaukee County Real Estate Services  
2711 West Wells Street, Suite 300  
Milwaukee, WI 53208

Subject: Project ID 1060-33-22  
Zoo Interchange/STH 100  
IH 94 - Watertown Plank Road  
Milwaukee County  
RE: Parcel # 15 (Milwaukee County)

The Department of Transportation has approved a revised offering price in the amount of \$107,100.00 for the purchase of your property for this highway project. This letter gives you written notice of the revised offering price and it replaces any previous offers presented to you.

Because we have been unsuccessful to date in concluding this transaction, we have no other alternative but to begin the process to acquire the needed right of way by Eminent Domain. You were given the pamphlet "The Rights of Land Owners under Wisconsin Eminent Domain Law" at the time of the Initiation of Negotiations. The first step in this process is issuance of a Jurisdictional Offer that will occur in the next several days. You will then have twenty (20) days to either accept or reject the Jurisdictional Offer.

It is still our desire to reach a negotiated settlement. However, if we do not hear from you, we will proceed to acquire this parcel by an Award of Damages.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry D Stein".

Larry D Stein  
Real Estate Specialist  
262-548-8781



Division of Transportation  
System Development  
Southeast Regional Office  
141 NW Barstow Street  
PO Box 798  
Waukesha WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 262-548-5903  
Facsimile (FAX): 262-548-6424  
E-mail: [ser.dtsd@dot.wi.gov](mailto:ser.dtsd@dot.wi.gov)

---

October 08, 2012

Milwaukee County Clerk  
901 North Ninth Street  
Milwaukee, WI 53233

Frank Busalacchi  
Milwaukee County Department of Transportation  
2711 West Wells Street  
Milwaukee, WI 53208

Michael Best & Friedrich LLP  
Attn: Alan Marcuvitz  
100 East Wisconsin Avenue, Suite 3300  
Milwaukee, WI 53202-4108

Craig C Dillman  
Milwaukee County Department of Transportation  
2711 West Wells Street, Suite 300  
Milwaukee, WI 53208

Milwaukee County Research Park Corporation, Director  
10437 Innovation Drive  
Wauwatosa, WI 53226-4815

Subject: Project ID 1060-33-22  
Zoo Interchange/STH 100  
IH 94 - Watertown Plank Road  
Milwaukee County

RE: Parcel # 45 (Milwaukee County lands and Innovation Tech Center\_\_STH 100

The Department of Transportation has approved a revised offering price in the amount of \$583,100.00 for the purchase of your property for this highway project. This letter gives you written notice of the revised offering price and it replaces any previous offers presented to you.

Because we have been unsuccessful to date in concluding this transaction, we have no other alternative but to begin the process to acquire the needed right of way by Eminent Domain. You were given the pamphlet "The Rights of Land Owners under Wisconsin Eminent Domain Law" at the time of the Initiation of Negotiations. The first step in this process is issuance of a Jurisdictional Offer that will occur in the next several days. You will then have twenty (20) days to either accept or reject the Jurisdictional Offer.

It is still our desire to reach a negotiated settlement. However, if we do not hear from you, we will proceed to acquire this parcel by an Award of Damages.

Sincerely,

Larry D Stein  
Real Estate Specialist  
262-548-8781



**Division of Transportation  
System Development**  
Southeast Regional Office  
141 NW Barstow Street  
PO Box 798  
Waukesha WI 53187-0798

**Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary**  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 262-548-5903  
Facsimile (FAX): 262-548-6424  
E-mail: [ser.dtsd@dot.wi.gov](mailto:ser.dtsd@dot.wi.gov)

---

October 08, 2012

Milwaukee County  
Milwaukee County Clerk  
901 North Ninth Street  
Milwaukee, WI 53233

Michael Best & Friedrich LLP  
Attn: Alan Marcuvitz  
100 East Wisconsin Avenue – Ste 3300  
Milwaukee, WI 53202

Frank Busalacchi, Director-Milwaukee County Department of Transportation  
2711 West Wells Street  
Milwaukee, WI 53208

Craig C Dillman, Milwaukee County Department of Transportation  
2711 West Wells Street, Suite 300  
Milwaukee, WI 53208

Milwaukee County Research Park Corporation  
Attn: Bill Drew or Guy Mascari  
10437 Innovation Drive  
Wauwatosa, WI 53226-4815

Subject: Project ID 1060-33-22  
Zoo Interchange/STH 100  
IH 94 - Watertown Plank Road  
Milwaukee County  
RE: Parcel # 50\_Milwaukee County\_Fire Station

The Department of Transportation has approved a revised offering price in the amount of \$374,400.00 for the purchase of your property for this highway project. This letter gives you written notice of the revised offering price and it replaces any previous offers presented to you.

Because we have been unsuccessful to date in concluding this transaction, we have no other alternative but to begin the process to acquire the needed right of way by Eminent Domain. You were given the pamphlet "The Rights of Land Owners under Wisconsin Eminent Domain Law" at the time of the Initiation of Negotiations. The first step in this process is issuance of a Jurisdictional Offer that will occur in the next several days. You will then have twenty (20) days to either accept or reject the Jurisdictional Offer.

It is still our desire to reach a negotiated settlement. However, if we do not hear from you, we will proceed to acquire this parcel by an Award of Damages.

Sincerely,

Larry D Stein  
Real Estate Specialist  
262-548-8781



Division of Transportation  
System Development  
Southeast Regional Office  
141 NW Barstow Street  
PO Box 798  
Waukesha WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 262-548-5903  
Facsimile (FAX): 262-548-6424  
E-mail: [ser.dtsd@dot.wi.gov](mailto:ser.dtsd@dot.wi.gov)

October 10, 2012

Milwaukee County  
Milwaukee County Clerk  
901 North Ninth Street  
Milwaukee, WI 53233

Frank Busalacchi  
Director-Milwaukee County Department of Transportation  
2711 West Wells Street  
Milwaukee, WI 53208

Michael Best & Friedrich LLP  
Attn: Alan Marcuvitz  
100 East Wisconsin Avenue, Suite 3300  
Milwaukee, WI 53202-4108

✓ Craig C Dillman, Milwaukee County Real Estate  
2711 West Wells Street, Suite 300  
Milwaukee, WI 53208

Milwaukee County Research Park Corporation, Director  
10437 Innovation Drive  
Wauwatosa, WI 53226-4815

Subject: Project ID 1060-33-22  
Zoo Interchange  
STH 100  
IH 94 - Watertown Plank Road  
Milwaukee County

RE: Parcel # 53\_Milwaukee County\_SE corner Watertown Plank Road & Innovation Dr.

The Department of Transportation has approved a revised offering price in the amount of \$386,300.00 for the purchase of your property for this highway project. This letter gives you written notice of the revised offering price and it replaces any previous offers presented to you.

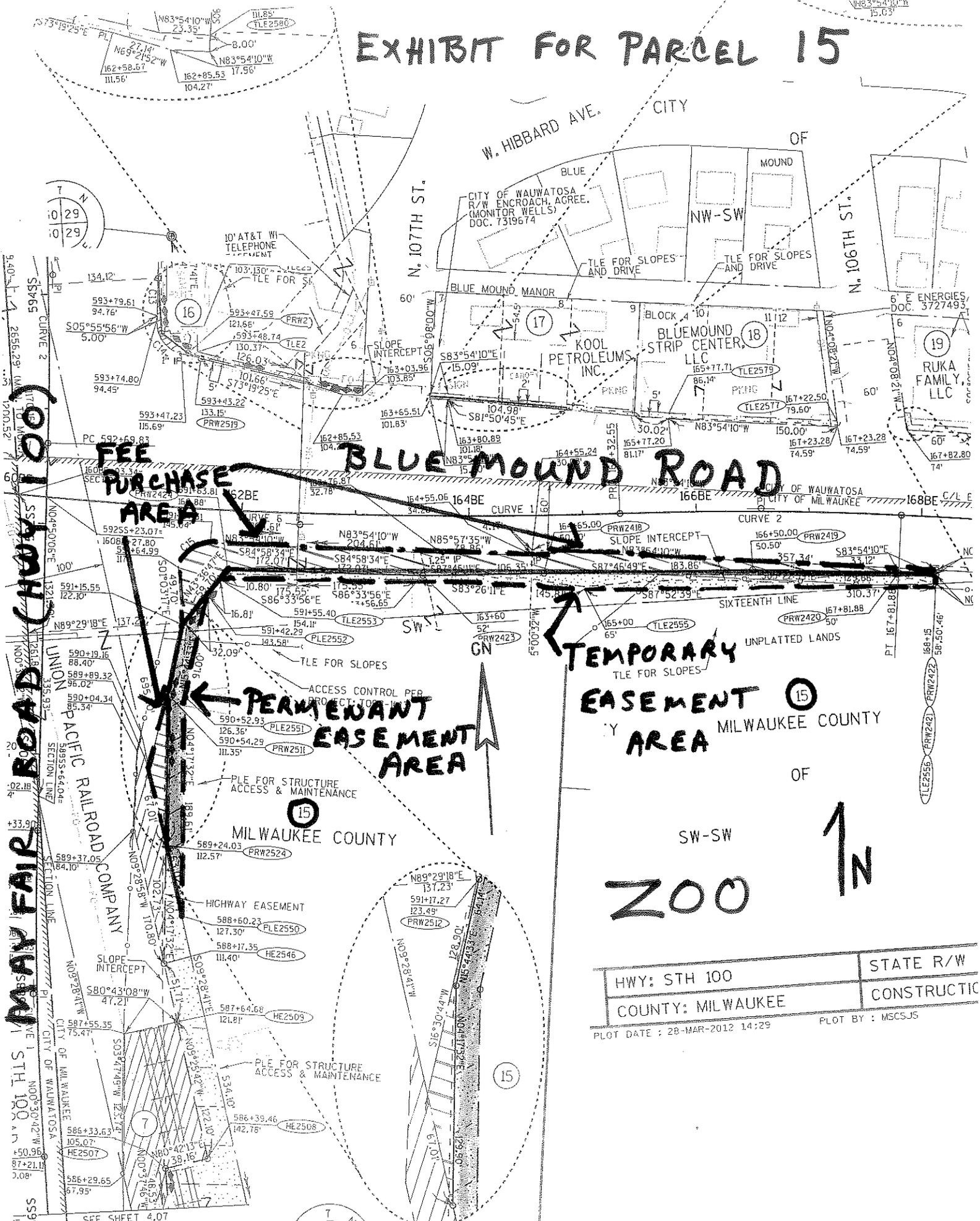
Because we have been unsuccessful to date in concluding this transaction, we have no other alternative but to begin the process to acquire the needed right of way by Eminent Domain. You were given the pamphlet "The Rights of Land Owners under Wisconsin Eminent Domain Law" at the time of the Initiation of Negotiations. The first step in this process is issuance of a Jurisdictional Offer that will occur in the next several days. You will then have twenty (20) days to either accept or reject the Jurisdictional Offer.

It is still our desire to reach a negotiated settlement. However, if we do not hear from you, we will proceed to acquire this parcel by an Award of Damages.

Sincerely,

Larry D Stein  
Real Estate Specialist  
262-548-8781

# EXHIBIT FOR PARCEL 15



**FEE PURCHASE AREA**

**BLUE MOUND ROAD**

**PERMANENT EASEMENT AREA**

**TEMPORARY EASEMENT AREA**

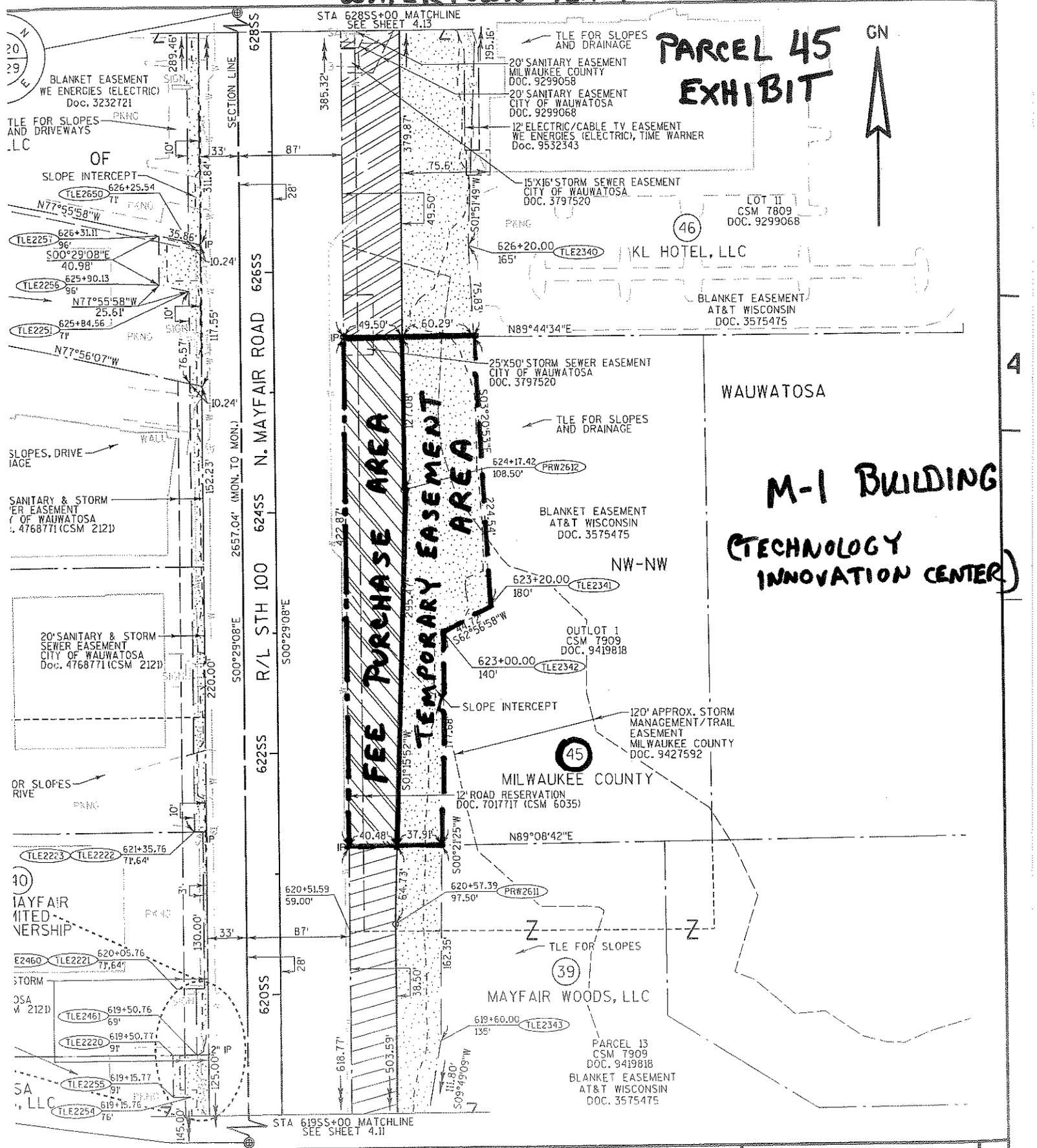
**ZOO**

HWY: STH 100	STATE R/W
COUNTY: MILWAUKEE	CONSTRUCTIVE
PLOT DATE : 28-MAR-2012 14:29 PLOT BY : MSCS-JS	

CONCRETE MONUMENT W/ BRASS CAP  
 Y=296834.86  
 X=569161.81

# WATERTOWN PLANK ROAD

PARCEL 45  
EXHIBIT



HWY: STH 100	STATE R/W PROJECT NUMBER 1060-33-22	PLAT SHEET 4.12
COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER 1060-33-70	PS&E SHEET <span style="float: right; border: 1px solid black; padding: 2px;">E</span>



MILWAUKEE COUNTY

INTER-OFFICE COMMUNICATION

**DATE:** November 7, 2012

**TO:** Supervisor Marina Dimitrijevic, Chairperson, County Board of Supervisors  
Supervisor Michael Mayo, Sr., Chairperson, Transportation, Public Works and Transit Committee

**FROM:** Brian Dranzik, Interim Director, Department of Transportation

**SUBJECT:** **INFORMATIONAL REPORT:** Summary of Fund Transfers for Consideration at the Finance, Personnel and Audit Committee

<u>Description</u>	<u>Amount</u>
1. DOT – Airport	\$150,000

The Director of the Milwaukee County Department of Transportation (MCDOT) – Airport Division is requesting an appropriation transfer to create a Capital Improvement Project for the expansion of the C Concourse Security Checkpoint at General Mitchell International Airport. On May 2, 2011, Southwest Airlines (Southwest) purchased AirTran Airways (AirTran) and Southwest is now consolidating its operations from the D Concourse to AirTran’s existing operations on the C Concourse. Due to the level of passenger traffic anticipated on the C Concourse, the Transportation Security Administration (TSA) checkpoint must be expanded in order to maintain acceptable wait times. This appropriation transfer provides funding for the design phase of this capital improvement project and a future appropriation transfer is anticipated for construction once design is completed.

2. DOT – Fleet Management	\$120,976
---------------------------	-----------

The Director of the Milwaukee County Department of Transportation (MCDOT) – Fleet Management Division is requesting an appropriation transfer to increase expenditure authority and revenue for Capital Improvement Project WO141011 Zoo Interchange. This appropriation transfer recognizes costs that were incurred by the County as a result of an external vendor analyzing the facilities impact to the County Grounds operations for Highways, Fleet, Sheriff Patrol, and Facilities Management that result from the Wisconsin Department of Transportation (WisDOT) Zoo Interchange highway project. Reimbursement revenue from WisDOT is anticipated to offset this cost.

3. DOT – Fleet Management

\$200,000

The Director of the Milwaukee County Department of Transportation (MCDOT) – Fleet Management Division is requesting an appropriation transfer to realign expenditure authority within the Fleet operating budget from Contractual Services to Commodities. The realignment will allow an anticipated deficit for repair parts to be offset with anticipated savings in the outside services and utility costs for heating the facility.

---

Brian Dranzik, Interim Director  
Department of Transportation