



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

DATE: May 29, 2012

TO: The Honorable Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Barry Bateman**

Pursuant to Wisconsin Statute Sec. 59.17(2), Milwaukee County General Ordinance 17.30(2) and subject to confirmation of your Honorable Body, I am reappointing Mr. Barry Bateman to the position of Airport Director within the Department of Transportation for Milwaukee County.

Mr. Bateman has been leading the airport since 1982. Under his leadership General Mitchell International Airport has grown to serve 9.5 million passengers with 150 daily departures annually. I am confident Mr. Bateman will serve with distinction in the role of airport director.

Attached is a copy of Mr. Bateman's resume.

I urge you to give this appointment your favorable consideration.

Chris Abele  
Milwaukee County Executive

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

**C. BARRY BATEMAN, A.A.E.**

**EXPERIENCE**

**GENERAL MITCHELL INTERNATIONAL AIRPORT**

**LAWRENCE J. TIMMERMAN AIRPORT**

**MILWAUKEE COUNTY, WISCONSIN**

September, 1982 to Present

Position: Airport Director

General Mitchell International Airport, owned by Milwaukee County, is a medium-hub airport with 8 major and regional airlines, serving 9.5 million passengers, 150 daily departures and 173,000 operations annually. Responsible for the total administration of this major airport facility, including financial, operations, maintenance, and planning. General Mitchell International Airport employs 290 and has an annual budget of \$85 million.

The duties of this position include: appearing before the Transportation, Public Works & Transit Committee of the Milwaukee County Board of Supervisors; representing the airport in the community; negotiations for leasing of land and facilities; directing a management team in a cohesive, coordinated manner for the total operation and administration of the airport.

Accomplishments include: complex negotiations with the airlines in order to commence construction of the new terminal building, construction of new cargo buildings, adoption and implementation of a noise abatement plan, improvement in internal organization, procedures, and management. Construction completed of a new \$44 million terminal building which connects into the three existing concourses, a \$22 million 16-gate addition, public parking expansions (structure and surface), and airline cargo ramp and cargo building expansion. A new FAR Part 150 Noise Compatibility Study (\$60 million) and Airport Master Plan (\$400 million) were adopted in 1993. Noise Study implementation is underway; commuter runway realignment and extension completed.

Recently completed \$81 million expansion of parking structure, \$2 million concession mall redevelopment, and \$86 million security checkpoint and aircraft gate expansion.

Currently planning a \$51 million baggage claim remodeling, constructing a \$30 million ticket counter reconfiguration for in-line baggage security improvements, and a \$58 million Runway Safety Area project. A Master Plan update and a FAR Part 150 Noise study have been approved.

GMIA recently acquired an adjacent Air Force Reserve Base. Two anchor tenants have started operations, with a goal of making the base a self-supporting enterprise business park.

Also responsible for the administration and operation of Lawrence J. Timmerman Airport, the general aviation reliever airport to Mitchell. General Aviation airport master plan is underway. Timmerman Airport handles 45,000 operations annually.

RESUME

C. Barry Bateman, A.A.E.

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**McCARRAN INTERNATIONAL AIRPORT  
LAS VEGAS, NEVADA**

January, 1975 to September, 1982

Positions:	October, 1977 to September, 1982:	Deputy Director of Aviation
	July, 1977 to October, 1977:	Airport Manager
	April, 1977 to July, 1977	Assistant Airport Manager
	January, 1975 to April, 1977	Administrative Assistant

McCarran International Airport is a large-hub airport, with 16 major airlines and 7 regional airlines, serving 10.3 million passengers annually at the time of employment. Responsible for planning, organizing, and directing the operations and maintenance of McCarran International Airport and three small general aviation airports. Through subordinate supervisors, responsible for 170 Department of Aviation employees and administration of a \$10 million budget.

Preparation and presentation of agenda items before the Board of Clark County Commissioners; representing the airport in community, industry, and government meetings; tenant negotiations and leasing of land and facilities; reviewing County planning and zoning items affecting the airport.

Direct involvement in development and preparation of \$800 million airport master plan and terminal plan, and its implementation: Phase I, costing \$271 million, was begun. Direct involvement in the development and coordination of airport noise control and land-use compatibility plan, and general aviation reliever airport location plan.

**BLUE GRASS AIRPORT  
LEXINGTON, KENTUCKY**

May, 1973 to December, 1974

Position: Administrative Assistant

Blue Grass Airport is a small-hub airport with 4 airlines serving 400,000 passengers a year at the time of employment. Duties performed at Lexington included maintenance, security, crash-rescue operations, and terminal expansion.

Assumed total responsibility for operation of airport parking upon termination of concessionaire contract.

RESUME

C. Barry Bateman, A.A.E.

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**EDUCATION AND HONORS**

B.A., University of Kentucky, Lexington

Masters in Business Administration, Cardinal Stritch University, Milwaukee

Accredited Airport Executive (A.A.E.) in the American Association of Airport Executives (AAAE)

Commercial Pilot – Instrument Rating – Certified Flight Instructor

Wisconsin Aeronautics Council Person of the Year – 1989

Wisconsin Air Force Association Man of the Year – 1996

Board of Directors, Airports Council International-NA – 1990-1994

AAAE National Airports Conference Committee – 1982, 1984; Chairman, 1985

AAAE Annual Conference Committee – 1984, 1995, 1996, 2004

Past Member, AAAE Security Committee

Past Member, ACI Safety and Security Committee

AAAE Distinguished Service Award, 2007

Milwaukee Public Policy Forum Norman Gill Award, 2008

TSA Partnership Award, Central Region, 2008

Wisconsin Airport Management Association, Lifetime Achievement Award, 2010



OFFICE OF THE COUNTY EXECUTIVE

# Milwaukee County

CHRIS ABELE COUNTY EXECUTIVE

DATE: May 29, 2012

TO: The Honorable Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Terry Blue**

Pursuant to Wisconsin Statute Sec. 59.17(2), Milwaukee County General Ordinance 17.30(2) and subject to confirmation of your Honorable Body, I am reappointing Mr. Terry Blue to the position of Deputy Airport Director within the Department of Transportation for Milwaukee County.

Mr. Blue has been employed with Milwaukee County at the airport since 2008. In his role at the airport, Mr. Blue leads a team of over 200 individuals in operations, safety, security, law enforcement, maintenance and environmental. Additionally, he manages multiple and competing priorities of these functional areas and the accompanying budget of \$50M. I am confident Mr. Blue will serve with distinction in the role of deputy airport director.

Attached is a copy of Mr. Blue's resume.

I urge you to give this appointment your favorable consideration.

Chris Abele  
Milwaukee County Executive

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

# Terry Blue, A.A.E.

8673 S. Deerwood Lane; Franklin, WI 53132

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## EDUCATION and EXPERIENCE

- Master of Public Administration Degree, University of Illinois – Springfield, May 1998
  - Bachelor's Degree in Aviation Management, Southern Illinois University – Carbondale, August 1996
  - 16 years of aviation industry experience; 14 at medium & large hub, winter-ops commercial airports
  - Accredited Airport Executive (A.A.E.) and Airport Certified Employee (ACE) – Security by the AAAE
  - Licensed Private Pilot – Airplane Single Engine Land (ASEL)
  - National Incident Management System Courses Completed – 100, 200, 275, 300, 400, 546, 700, & 800.
  - Wisconsin Airport Management Association Board Member
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## WORK HISTORY

### MILAUKEE COUNTY'S GENERAL MITCHELL INTERNATIONAL AIRPORT (MKE)

#### **Deputy Airport Director – Operations & Maintenance**

February 2008 to Current

- Lead a team of over 200 in operations, safety, security, law enforcement, maintenance and environmental and manage multiple and competing priorities of these functional areas and the accompanying budget of \$50M.
- Develop and maintain productive working relationships with airlines, tenants and government agencies.
- Represent and act on behalf of the Airport Director in his absence, with the news media, speaking engagements, emergencies, public relations and other events.
- Ensure compliance with federal, state and local regulations including operations, security, maintenance, environmental and safety functions for a medium hub commercial and general aviation airport (MWC).
- Led MKE team to four consecutive perfect FAA certification inspections, 2010 FAA Great Lakes Region Safety Award, and Honorable Mention for the Balchen-Post Snow Removal Award – all firsts for MKE.

### DENVER INTERNATIONAL AIRPORT (DEN)

#### **Aviation Operations Manager**

March 2006 to February 2008

- Managed all aspects of airfield operations to ensure efficient flow, safety, and adherence to all applicable Federal, State, City, and Airport regulations.
- Assumed the Incident Commander (IC) authority when situations and incidents warranted.

#### **Assistant Aviation Operations Manager**

September 2000 to February 2006

- Conducted inspections of the airfield, terminal, concourses, ramps, and landside facilities to monitor and maintain compliance with all applicable rules and regulations.
- Performed aircraft ramp control, coordination and management of the concourse gates, deice pads, and ramps.

#### **Airport Security Technician**

March 2000 to August 2000

- Monitored compliance with and enforced federal and airport security regulations.
- Performed access investigations and criminal history record checks

#### **Aviation Operations Representative Supervisor**

December 1999 to February 2000

- Supervised and coordinated the operation of the Airport Communications Center during scheduled shifts.
- Supervised 20 Aviation Operations Representatives (AOR) and 8 Aviation Emergency Dispatchers (AED).

#### **Aviation Operations Representative**

June 1998 to November 1999

- Initiated emergency notifications and coordinated incidents with the Aviation Operations Manager.
- Directed a staff of 40+ contracted security guards.

### ILLINOIS DEPARTMENT OF TRANSPORTATION - DIVISION OF AERONAUTICS

#### **Graduate Intern**

May 1996 to May 1998

- Performed/assisted with Airport Master Record (5010) inspections and Pavement Condition Index (PCI) inspections.

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 22, 2012  
**TO:** Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee  
**FROM:** Frank Busalacchi, Director, Department of Transportation  
**SUBJECT:** Update Report on Use of Paper Transfers on MCTS Buses

**POLICY**

MCTS periodically provides informational reports to the Committee on transit issues.

**BACKGROUND**

During the May 2012 meeting of the Committee on Transportation, Public Works and Transit, a request was made to provide a report for the June meeting cycle on the status of steps being taken to address issues being raised by Amalgamated Transit Union Local 998 (ATU) about the use of paper transfers on MCTS buses.

Paper slips (paper transfers) are issued by bus drivers to customers who pay their fare with cash or by ticket and need to transfer to other bus routes to reach their destination. The paper slip allows customers to transfer between buses for free with a time limit up to one hour and nineteen minutes from the time of issuance. As reported to the Committee in January 2012, MCTS expects to eliminate the use of paper slips for transfer between buses in conjunction with implementation of the new fare collection system which supports the use of contactless smartcards for passes and tickets and validation of cash fares. Time needed for patron transfers between buses can be encoded on the smartcard electronically by the farebox.

All bus drivers are trained and expected to follow MCTS protocol and policy. It is MCTS policy to issue a paper slip for transfer on all bus routes only upon customer request at the time of payment of a cash or ticket fare. In the case of a fare payment or fare validity problem, MCTS policy is designed to protect the safety of the driver and avoid any escalation of a perceived or real problem. Specifically, when a question arises with a customer as to payment of a fare, the correct fare or the validity of a pass, ticket or paper transfer, the driver is expected to request the proper fare only once in a polite manner. If the customer persists, the driver should not further request the proper fare. Drivers are expected to request security when needed. The vast majority of bus drivers adheres to this policy and rarely has a fare problem that culminates in conflict with a passenger.

MCTS has been proactive in adding onboard technology to protect drivers from passenger assaults. In addition to radio and emergency communications, all buses are equipped with video surveillance equipment to deter problems on buses and assist police in the apprehension and prosecution of offenders. Contracted security personnel spend nearly 70 percent of their hours riding buses interacting with drivers and passengers to maintain a high security presence and order. And, police are boarding buses as part of their regular patrol duties. Moreover, in December 2011, Milwaukee County directed MCTS to install door enclosures (protective shields) on all future bus purchases to improve driver safety.

Since the Committee meeting in January 2012, MCTS has conducted research on 34 other mid-size and large transit systems on the subject of paper transfers. In all cases where the use of paper transfers was discontinued, it was done so only after introduction of an advanced fare collection system built around magnetic stripe cards or contactless smartcards. The research results revealed:

- 32% (11 of 34) eliminated the use of paper slips (transfers), but only after procuring technology that encodes transfers on reloadable magnetic stripe cards or smartcards.
- 38% (13 of 34) use technology built into the farebox to issue transfers. In this case, a transfer card is dispensed by the farebox to cash paying customers.
- 29% (10 of 34) still use paper transfers.

MCTS is not aware of any transit system in the nation that has taken the course of action being sought by ATU Local 998 for the immediate removal of paper transfers. In addition, MCTS has had several meetings with ATU in an effort to assess whether paper transfers could possibly be phased out before the introduction of contactless smartcards. The outcome of these discussions was a demand for management to present to the Union a plan that eliminates paper transfers now. Nevertheless, management has continued its efforts to assess what might be done differently that does not create a financial burden on riders and Milwaukee County. We discussed several possible alternatives with ATU including: (1) a lower cash fare and (2) a one-day pass.

#### Reduced Adult Cash Fare

ATU suggested a reduction in the adult cash fare to \$1.25. This would result in a substantial decrease in farebox revenue which is unlikely to be fully recovered through increased ridership. Such a reduced fare would be advantageous for passengers who pay by cash and do not need to transfer to other buses as part of their trip, but it would create a disadvantage for customers who need to make multiple transfers between buses to reach their destination.

Also, a reduction in the adult cash fare to \$1.25 would require a similar reduction in paratransit fares because Federal Transit Administration (FTA) rules do not permit paratransit fares to exceed twice the fixed route bus fare. Similarly, adult tickets are currently discounted 33% below the adult cash fare. As such, a redesign of the entire fare structure would have to be carefully reviewed to determine the financial impact on Milwaukee County and riders, particularly given that many of MCTS' fare forms are linked. MCTS must also be mindful of federal requirements regarding fare changes. The FTA requires recipients whose service area has 200,000 or more residents to conduct a fare equity analysis in the course of a fare change. The analysis is required to assess how the fare change impacts low-income and minority riders. About 50 percent of MCTS riders pay their fare with cash or by ticket.

#### One-Day Pass

MCTS is currently taking a closer look at the one-day pass as a possible option. While this alternative removes the driver from physically handing out paper transfers to customers, it involves increased printing costs for security features to prevent counterfeiting. Our preliminary research revealed that the average cost for a one-day pass at most transit agencies is 2.5 times the base fare. Also, we recognize from the customer perspective that the ease and accessibility to purchase a one-day pass must be carefully considered. Again, nearly 50 percent of MCTS riders use cash or a ticket to ride the bus. Switching to a day pass will require them to change their riding habits by purchasing the day pass in advance before they board the bus.

The above outlines action MCTS has taken to address issues raised by Amalgamated Transit Union Local 998 (ATU) about the use of paper transfers on MCTS buses. None of these options are easy and they all have benefits and flaws. We expect to continue to work with the Union in an effort to identify other steps that might also be taken to minimize or eliminate conflict between passengers and bus drivers. A meeting has been scheduled with the Union on May 22 to further discuss their concerns about driver safety and their desire that the use of paper transfers be discontinued.

**RECOMMENDATION**

This report is informational only.

Approved by:

  
Frank Busalacchi,  
Director, Department of Transportation

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Lloyd Grant, Jr.  
Managing Director, MCTS

cc: Chris Abele, Milwaukee County Executive  
Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Amber Moreen, Chief of Staff, Milwaukee County Executive Chris Abele  
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive Chris Abele  
Pat Farley, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services  
James Martin, Fiscal and Budget Analyst, Department of Administrative Services  
Brian Dranzik, Director of Administration, Department of Transportation

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 22, 2012  
**TO:** Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee  
**FROM:** Frank Busalacchi, Director, Department of Transportation  
**SUBJECT:** Fare Collection System Project Update Report

POLICY

MCTS periodically provides informational reports to the Committee on transit issues.

BACKGROUND

During the May 2012 meeting of the Committee on Transportation, Public Works and Transit, a request was made to provide a report for the June meeting cycle on the status of the fare collection system project.

At the January 2012 Committee meeting, MCTS reported that we anticipated issuing a letter of intent to award a contract for the new fare collection system in the first quarter of 2012. A letter of intent to award was issued on March 22, 2012 to Scheidt & Bachmann (S&B) which has a U.S. headquarters in Burlington, Massachusetts. Steps are in motion to review clarifications and/or deviations presented by S&B to finalize a contract document acceptable to both parties. Thereafter, the design phase of the project is expected to begin. Installation of the smartcard system is projected to be finished on October 25, 2013. The project schedule reflects that MCTS is buying a customized fare collection system that is being designed and built to MCTS specifications and needs.

RECOMMENDATION

This report is informational only.

Approved by:

  
 Frank Busalacchi,  
 Director, Department of Transportation

\_\_\_\_\_  
 Lloyd Grant, Jr.  
 Managing Director, MCTS

cc: Chris Abele, Milwaukee County Executive  
 Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
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 Brian Dranzik, Director of Administration, Department of Transportation

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 15, 2012  
**TO:** Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee  
**FROM:** Frank Busalacchi, Director, Department of Transportation  
**SUBJECT:** Real-Time Bus Arrival and Location Information for Public Use

**POLICY**

MCTS periodically provides informational reports to the Committee on transit issues.

**BACKGROUND**

The 2012 adopted transit budget directs Milwaukee Transport Services, Inc. (MTS) to report to the Committee on Transportation, Public Works and Transit on the availability of the live feed of real-time information of bus location for computer and smart phone users, and further report on the costs of implementing electronic boards that display projected times of the next bus arrival at heavily frequented bus boarding points.

Over the past decade, computer aid dispatch (CAD) and automatic vehicle location (AVL) systems nationally have been upgraded to provide for passenger access to real-time information. The automatic vehicle location system that the Milwaukee County Transit System (MCTS) purchased in 1992 enabled management to track vehicle locations in a manner that improved on-time performance. At that time, MCTS was an early adopter of AVL technology. The original software retained data in a proprietary or closed format that was not designed to be shared in an open-source format with the public. Today's mobile applications and social media networks did not exist at the time.

MCTS has made good progress towards upgrading its 20 year old CAD/AVL system to provide real-time information to technology developers beginning in early 2013. In 2008, Milwaukee County and the Nextel Corporation began work to upgrade the vehicle location equipment on MCTS buses. The new equipment enabled MCTS to conform to a Federal Communications Commission mandate to relocate MCTS' data radio channels to new 800 MHz frequencies. In addition, the new equipment provided MCTS operators and supervisors with enhanced voice and data communication capabilities. In 2011, MCTS took another step forward in upgrading the CAD/AVL system that would allow the transit system to distribute AVL data through a variety of formats including real-time information displays. This step involves an upgrade of MCTS' dispatch office hardware and software and additional communication equipment on MCTS' 426 buses. Upon successful completion of factory testing of the new software for the CAD system, equipment installation will occur on the bus fleet beginning in August 2012. The project is scheduled to be completed in December 2012.

Upon completion of the CAD and AVL system upgrades, MCTS will need to purchase a software add-on that will allow developers to have access to the real-time AVL data which can result in increasing passenger information through creation of smart phone and web-based applications. We estimate the cost of the software is about \$250,000. Real-time bus stop arrival applications can provide waiting passengers

May 15, 2012

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with expected bus arrival information and related transit system information thereby decreasing their wait time.

Electronic display boards can be used as an effective means to provide next bus arrival information for customers. Rugged, all-weather display signage can cost in the range of about \$15,000 to \$20,000 per display board, not including installation cost which may vary from location to location. There are dozens of locations in Milwaukee County where signs would benefit large numbers of passengers; however locations where passengers transfer to other bus routes would be most ideal for the investment. Transfer corners have up to four bus stops and as such could require four individual display signs. If state or federal grants are available for such a project, they could cover about 80% of the capital cost, leaving 20% as a local share. Operating expenses such as electricity usage, sign cleaning/maintenance and software maintenance would be added as a transit operating expense.

In summary, upgrade of existing automatic vehicle location system software and hardware with data interfaces necessary for live feed of data is expected to be completed by December 31, 2012. MCTS anticipates that real-time bus arrival and location data will be available in an open-source format by Spring 2013. Real-time bus stop arrival applications will enhance customer service by providing waiting passengers with the expected time that their bus will arrive thereby decreasing their wait time. Electronic signage at high usage bus stops can also be used to display real-time bus arrival and location information. A project of this nature will require a substantial capital cost investment and on-going operating costs. Electronic display signs are estimated to cost up to \$20,000 per board plus installation and operating expenses.

#### RECOMMENDATION

This report is informational only.

Prepared by: Daniel A. Boehm, Chief Administrative Officer, MCTS  
and Lloyd Grant, Jr., Managing Director, MCTS

Approved by:

  
Frank Busalacchi,  
Director, Department of Transportation

\_\_\_\_\_  
Lloyd Grant, Jr.  
Managing Director, MCTS

cc: Chris Abele, Milwaukee County Executive  
Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Amber Moreen, Chief of Staff, Milwaukee County Executive  
Chris Abele  
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive  
Pat Farley, Director, Department of Administrative Services  
Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services  
James Martin, Fiscal and Budget Analyst, Department of Administrative Services  
Brian Dranzik, Director of Administration, Department of Transportation

COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION

DATE: April 24, 2012

TO: Chairperson, Transportation, Public Works, and Transit

FROM: Patrick Farley, Director, Department of Administrative Services

SUBJECT: **Long-Term Plan for the Facilities Management Division of the Department of Administrative Services (Informational-Only)**

**Background**

The 2012 Adopted Budget included the creation of the new division of Department of Administrative Services- Facilities Management (DAS-Facilities Management).

In February 2012, the DAS prepared a report for the Committee on Transportation, Public Works, and Transit that included organizational information, objectives, roles and responsibilities for the DAS-Facilities Management.

During the February 2012 Committee on Transportation, Public Works, and Transit, DAS was asked to prepare a report for the May meeting cycle that reflected the long-term plan for the Facilities Management Division.

The individual components of the DAS-Facilities Management long-term plan were developed, in part, to address issues identified by the Milwaukee County Audit Department's October 2010 audit report, "Milwaukee County Needs to Commit to a Preventative Repair and Maintenance Program to Ensure Public Safety."

**Long-Term Plan DAS-Facilities Management**

The goal of DAS Facilities Management is to provide a coordinated approach towards strategic management, long-term planning, development, and maintenance of County-owned assets including buildings, land, pavements, and utility infrastructure.

### Inspections and Assessments of County Owned Facilities

In response to the October 2010 audit report's call for a "consistently applied, coordinated approach for periodic building safety inspections", DAS-Facilities Management is developing a mandated county-wide annual building inspection program for maintaining structural integrity of all capital improvements and routine major maintenance. This includes formalizing 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."

The 2013 Requested Budget for the DAS-Facilities Management will include the reallocation of five unfunded skilled trade positions from the Department of Transportation (DOT) to DAS-Facilities Management. These positions will serve as an Inspection Unit for County-Owned infrastructure and assets.

In addition, the DAS is in the process of hiring for the positions of the Director of Facilities Management Division and the Director of Sustainability.

The process of performing facility assessments and inspections is the first step in understanding the condition of County-owned infrastructure assets. From the inspection, a determination will be made regarding the structural condition, priority of the repair, cost of repair, and timeframe for the repair. The inspection and assessment process will include discussions with property managers that will resolve any differences that arise from the inspection and assessment process. Information resulting from inspections and assessments will be input into the County's VFA system.

### Consolidation of Property Management Functions

The October 2010 audit included a recommendation for the County to, "consolidate all property management functions" in order to "ensure focused, streamlined building management in a manner that ensures the safety of the public and County employees." As outlined in the 2012 Adopted Budget, the DAS-Facilities Management 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 creation of the DAS- Facilities Management represents the first step to implement the audit recommendation of consolidating all property management functions County-wide within a single department.

Currently, DAS- Facilities Management is emphasizing to Property Management (PM) Units that they need to be proactive in confirming that the buildings that they are responsible for maintaining are in compliance. PM Units will be required to submit an inspection checklist to DAS- Facilities Management that addresses the appropriate building and/or structure for which they are responsible.

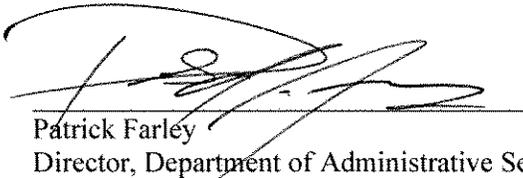
The 2013 Requested Budget will include further efforts to implement the audit recommendations by consolidating additional property management functions Countywide under DAS-Facilities Management.

## Long Term and Strategic Planning

As outlined in the 2012 Adopted Budget, DAS-Facilities Management is in the process of negotiating a contract with a property management consultant (CBRE) to develop 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.

The Comprehensive Facilities Management Plan will include the elements listed below:

- Consolidation of Milwaukee County's real estate holdings based on "highest and best use".
- Maximization of value of Milwaukee County's real estate portfolio through the sale of properties that do not meet the test of "highest and best use".
- Reduction of the County's overall facilities operational costs.
- Reduction of the number and degree of liabilities associated with the County's ownership of its facilities.
- Reduction of the geographic scope of real estate holdings, which are located throughout the County.



Patrick Farley  
Director, Department of Administrative Services

### Attachment

pc: Chris Abele, County Executive  
Marina Dimitrijevic, Chairwoman  
Transportation, Public Works, and Transit Committee  
Pamela Bryant, Capital Finance Manager, DAS  
Martin Weddle, Research Analyst, County Board  
Jodi Mapp, Committee Clerk, County Board  
Gary Waszak, DAS-Facilities Management  
Greg High, Architecture and Engineering Director, DAS  
Pamela Bryant, Capital Finance Manager, DAS  
Justin Rodriguez, Capital Finance and Planning Analyst, DAS

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

Date: May 21, 2012

To: Supervisor Marina Dimitrijevic, Chairperson, County Board of Supervisors  
Supervisor Michael Mayo, Sr., Chairperson, Transportation, Public Works Committee

From: Gregory G. High, Director, Architecture, Engineering and Environmental Services  
Section, DAS - Facilities Management

Subject: **Guaranteed Energy Savings Performance Contracting (GESPC) to Repair County  
Building Infrastructure – Proposal from Johnson Controls, Inc.  
Project # 5081-8479, Part B**

**POLICY**

The Director of the Architecture, Engineering and Environmental Services Section, DAS - Facilities Management Division (AE&ES) is requesting authorization to prepare, review, approve and execute all contract documents as required to hire Johnson Controls Inc. (JCI), an Energy Services Company (ESCO) previously approved as qualified by the County Board, to provide Phase 2 Guaranteed Energy Savings Performance Contracting (GESPC) to repair and renew Milwaukee County building infrastructure based on the energy audits performed at selected County facilities and as described in previous reports from the Department of Transportation and Public Works (DTPW) to the County Board.

**BACKGROUND**

In the July 2008 County Board cycle DTPW submitted to the TPW/T Committee a report that recommended which buildings should be considered as part of the 20% of all County buildings to be audited in 2009 for potential GESPC in keeping with the “Green Print” resolution. DTPW requested proposals from the 3 qualified ESCOs to perform the Technical Energy Audits (TEA) in 2009.

In the September 2008 County Board cycle, the County Board approved a funding source for conducting the TEAs for the County-owned buildings listed in the report. Johnson Controls Inc. (JCI) performed TEAs at the Children’s Court Center, Fleet Management and the Parks Administration building in addition to revisiting the ZOO. AMERESCO performed TEAs at the Sports Complex in Franklin, the Boys & Girls Club in Sherman Park, Transit Fleet Maintenance and Administration, the Marcus Center, the Charles Allis and Villa Terrace Museums in addition to revisiting the King and Kosciuszko Community Centers, Washington Park Boat House, Wilson Park Ice Arena and the Noyes and Pulaski indoor pools. Honeywell performed TEAs at the City Campus, the 5 Senior Centers and the 2 Wil-O-Way facilities in addition to revisiting the Courthouse and the Criminal Justice Facility.

Subsequently, a Phase 2 Guaranteed Energy Savings Performance Contract (GESPC) was awarded to Honeywell at the Courthouse Complex. The work is complete. Also, a Phase 2 GESPC was awarded to JCI at the Children’s Court Center and Fleet Management buildings on the County Grounds. The work is nearing completion. A Phase 2 GESPC is currently being negotiated with AMERESCO at the Sports Complex in Franklin, the

Boys & Girls Club in Sherman Park, Transit Fleet Maintenance and Administration and the Wilson Park Ice Arena.

In March 2011, the County Board authorized DTPW to assign to JCI the TEA and development of a GESPC proposal for City Campus, the 5 Senior Centers, the 2 Wil-O-Way facilities and the indoor pools at Pulaski Park and Noyes Park based on JCI's excellent previous work at the Zoological Gardens and in order to expedite the implementation of Energy Conservation Measures (ECMs) at these other facilities. The preliminary results of these TEAs have been submitted. While there are energy savings to be achieved at each of the facilities, the portion of the GESPC proposal for City Campus does not meet the 10 year simple payback criteria used in borrowing the implementation funding.

In August of 2011, the County Board authorized DTPW to assign JCI to conduct a Technical Energy Audit (TEA) for the buildings at the County Correctional Facility South (CCFS).

The TEA by JCI was completed in February of 2012. The audit contains a preliminary program development for the facilities in the assigned building grouping. The ESCO indicated that they believe there is more than enough energy and water use savings among the buildings they audited to pay for the implementation or construction of the Energy Conservation Measures (ECMs) recommended in the program development

The TEA included a Guaranteed Energy Savings Performance Contract (GESPC) project development scenario. The TEA contract commits Milwaukee County to enter into a GESPC if the ESCO provides, to the satisfaction of the project team, that the program developed illustrates that energy and water use savings can be attained to meet the County's terms. The cost of the work to generate the TEA will be rolled into the cost of the GESPC. Once this provision has been met by the ESCO, should Milwaukee County decide not to proceed with a GESPC, the County is required to reimburse the ESCO for expenses actually incurred during the Technical Energy Audit Contract. Considering the square footage of the building list in this contract, this reimbursement could amount to a total of \$55,000.

The details of the implementation of the Energy Conservation Measures (ECM) at each facility and standard contract terms and conditions for the GESPC contract have been reviewed and tentatively agreed to by the ESCO and County staff, including the Sheriff, AE&ES, Corporation Counsel, Risk Management and DAS Fiscal personnel.

A summary of the scope of work and proposed costs for the JCI proposal is attached. The estimated implementation cost is \$ 1.8 million.

DAS Fiscal Affairs plans to submit an additional informational report to the County Board in July of 2012 to provide a summary of the "due diligence" analysis performed by DAS for this GESPC proposals.

The current schedule for this process is as follows:

**Energy Performance Contract (GESPC) Phase 2, Part B timeline is as follows:**

Recommendation to County Board on GESPC Contracts – DAS-FM      June 2012  
Approval contingent on the satisfactory “Due Diligence” by DAS-Fiscal  
“Due Diligence” Informational Report to County Board – DAS-Fiscal      July 2012  
Recommendation of GESPC Financing to County Board – DAS-Fiscal      July 2012  
Energy Performance Contract (GESPC) Implementation – DAS-FM      August 2012

Milwaukee County’s goal is 25% DBE subcontractor participation on any subsequent GESPC to be awarded as an outcome of this contract. GESPC documents will contain pertinent and current DBE, AA and EEO policy requirements. The specified DBE participation forms will be received and approved by the CBDP office prior to GESPC award by the County.

**RECOMMENDATION**

The Director of AE&ES respectfully submits a recommendation to the County Board to adopt a resolution that provides the following:

Authorization for the Director of AE&ES to prepare, review, approve and execute all contract documents as required to hire JCI, an ESCO previously approved by the County Board, to provide Phase 2 – Part B Guaranteed Energy Savings Performance Contracting (GESPC) to repair and renew Milwaukee County building infrastructure based on the energy audits performed at selected County facilities. **This authorization is contingent on the satisfactory “Due Diligence” performed by DAS on each GESPC proposal.**

Prepared by: Gregory G. High

Approved by:

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Gregory G. High  
Director, AE&ES Section, DAS-FM

Attachment:      Scope of Work for JCI proposed GESPC

cc:      Chris Abele, Milwaukee County Executive  
         Amber Moreen, Chief of Staff, County Executive’s Office  
         Tia Torhorst, County Executive’s Office  
         Craig Kammholz, Fiscal and Budget Administrator, DAS  
         Pam Bryant, Capital Finance Manager  
         Vince Masterson, DAS- Fiscal  
         Sheriff David Clark  
         Major Nancy Evans, Office of the Sheriff  
         Jon Priebe, Office of the Sheriff  
         Shawn Sullivan, Office of the Sheriff  
         Jodi , County Board Staff

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(ITEM \_\_\_\_ ) From the Director Architecture, Engineering and Environmental Services Section, DAS-Facilities Management (AE&ES), requesting authorization to prepare, review, approve and execute all contract documents as required to hire Johnson Controls Inc. (JCI), an Energy Services Company (ESCO) previously approved as qualified by the County Board, to provide Phase 2 – Part B Guaranteed Energy Savings Performance Contracting (GESPC) to repair and renew Milwaukee County building infrastructure based on the energy audits performed at selected County facilities and as described in a previous report from the Department of Transportation and Public Works (DTPW) to the County Board in July of 2008, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, in the July 2008 County Board cycle DTPW submitted to the TPW/T Committee a report that recommended which buildings should be considered as part of the 20% of all County buildings to be audited in 2009 for potential GESPC in keeping with the “Green Print” resolution and DTPW requested proposals from the 3 qualified ESCOs to perform the Technical Energy Audits (TEA) in 2009, and,

WHEREAS, in the September 2008 County Board cycle, the County Board approved a funding source for conducting the TEAs for the County-owned buildings listed in the report and in January 2010 DTPW submitted a recommendation to the County Board on 3 GESPC contracts, including contracts from Honeywell, AMERESCO and JCI and subsequently the Department of Administrative Services (DAS) submitted a “Due Diligence” report to the County Board on all 3 contracts and a recommendation for the GESPC Financing and the County Board authorized execution of the contracts for Honeywell, AMERESCO and JCI, and,

WHEREAS, subsequently, a Phase 2 GESPC was awarded to Honeywell at the Courthouse Complex and this work is complete and a Phase 2 GESPC was awarded to JCI at the Children’s Court Center and Fleet Management buildings on the County Grounds and this work is nearing completion and Phase 2 GESPC is currently being negotiated with AMERESCO at the Sports Complex in Franklin, the Boys & Girls Club in Sherman Park, Transit Fleet Maintenance and Administration and the Wilson Park Ice Arena, and ,

WHEREAS, In March 2011, the County Board authorized DTPW to assign to JCI the TEA and development of a GESPC proposal for City Campus, the 5 Senior Centers, the 2 Wil-O-Way facilities and the indoor pools at Pulaski Park and Noyes Park, and based on JCI’s excellent previous work at the Zoological Gardens and in order to expedite the implementation of Energy

48 Conservation Measures (ECMs) at these other facilities and the preliminary  
49 results of these TEAs have been submitted, and while there are energy savings  
50 to be achieved at each of the facilities, the portion of the GESPC proposal for  
51 City Campus does not meet the 10 year simple payback criteria used in  
52 borrowing the implementation funding, and ,  
53

54 WHEREAS, in August of 2011, the County Board authorized DTPW  
55 to assign JCI to conduct a Technical Energy Audit (TEA) for the buildings at the  
56 County Correctional Facility South (CCFS) and the TEA by JCI was completed in  
57 February of 2012 and the audit contains a preliminary program development for  
58 the facilities in the assigned building grouping and the ESCO indicated that they  
59 believe there is more than enough energy and water use savings among the  
60 buildings they audited to pay for the implementation or construction of the Energy  
61 Conservation Measures (ECMs) recommended in the program development,  
62 and,  
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64 WHEREAS the TEA included a GESPC project development  
65 scenario and the TEA contract commits Milwaukee County to enter into a  
66 GESPC if the ESCO provides, to the satisfaction of the project team, that the  
67 program developed illustrates that energy and water use savings can be attained  
68 to meet the County's terms and the cost of the work to generate the TEA will be  
69 rolled into the cost of the GESPC and once this provision has been met by the  
70 ESCO, should Milwaukee County decide not to proceed with a GESPC, the  
71 County is required to reimburse the ESCO for expenses actually incurred during  
72 the Technical Energy Audit Contract and considering the square footage of the  
73 building list in this contract, this reimbursement could amount to a total of  
74 \$55,000, and,  
75

76 WHEREAS the details of the implementation of the Energy  
77 Conservation Measures (ECM) at each facility and standard contract terms and  
78 conditions for the GESPC contract have been reviewed and tentatively agreed to  
79 by the ESCO and County staff, including the Sheriff, AE&ES, Corporation  
80 Counsel, Risk Management and DAS Fiscal personnel and the proposed  
81 estimated costs for the ESCO proposal is \$1.8 million, and,  
82

83 WHEREAS, DAS Fiscal Affairs plans to submit an additional  
84 informational report to the County Board in July of 2012 to provide a summary of  
85 the "due diligence" analysis performed by DAS for this GESPC proposals, and,  
86

87 WHEREAS, Milwaukee County's DBE subcontractor participation  
88 goal is 25% on any subsequent GESPC to be awarded as an outcome of this  
89 contract and GESPC documents will contain pertinent and current DBE, AA and  
90 EEO policy requirements and the specified DBE participation forms will be  
91 received and approved by the CBDP office prior to GESPC award by the County,  
92 now, therefore,  
93

94 BE IT RESOLVED, that the Director of AE&ES is authorized to  
95 prepare, review, approve and execute all contract documents as required to hire  
96 JCI, an ESCO previously approved by the County Board to provide Phase 2  
97 Guaranteed Energy Savings Performance Contracting (GESPC) to repair and  
98 renew Milwaukee County building infrastructure based on the energy audits  
99 performed at selected County facilities; and,

100

101 BE IT FURTHER RESOLVED, that this authorization is contingent  
102 on the satisfactory "Due Diligence" performed by DAS on the GESPC proposal.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** May 21, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: Guaranteed Energy Savings Performance Contracting (GESPC) to Repair County Building Infrastructure – Proposal from Johnson Controls, Inc. Project # 5081-8479, Part B**

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

A. Authorization for the appropriate County staff to prepare, review, approve and execute all documents as required to hire a qualified firm to provide Guaranteed Energy Savings Performance Contracting (GESPC) to repair and renew Milwaukee County building infrastructure.

B. Net cost to the individual facility operating budget is zero. The most qualified performance contractor is selected and authorized by the County to develop a performance contract proposal, the performance contract will be awarded, contingent on the performance contract conditions guaranteeing that energy savings will cover all County costs for the project. This would include County project management services including review of the performance contract documents, quality assurance and control and construction management.

C. Energy cost savings realized after completion of the building system upgrades implemented under the performance contract provide funding to make payments for the work and associated building system service agreements over a 10 year period. Energy quantity savings are guaranteed by the contractor for the entire term of the agreement. If actual savings fall short of the guaranteed amount in any given year of the agreement, the performance contractor makes up the difference.

D. Efficiencies are realized using the operating budget money that would have gone to pay for energy bills to install and service new, efficient building systems (environmental controls, HVAC, electric power, lighting, fire/safety/security and communications) that provide an enhanced

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

environment for employees and citizens in the course of providing government services and freeing up resources in the capital budget for other projects.

Department/Prepared By AE&ES Section, DAS-FM/ Gary E. Drent

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

Authorized Signature \_\_\_\_\_  
Gregory G. High Director, AE& ES

Did DAS-Fiscal Staff Review?  Yes  No



## Executive Summary

Mr. Greg High, P.E.  
Director  
Department of Transportation and Public Works  
Milwaukee County-City Campus  
2711 W. Wells St., 2<sup>nd</sup> floor  
Milwaukee, Wisconsin 53208

Dear Mr. High,

The following proposal serves as a final adjustment to the original Johnson Controls proposal for the Milwaukee House of Corrections in Franklin, Wisconsin. The original proposal included a review of Senior Centers and Milwaukee County swimming pools. Per the direction of your team as of March 22, 2011, we have modified this proposal to fit within the monetary and payback guidelines your team provided.

This final proposal has been condensed into four (4) energy conservation measures (FIMs) with a cost of \$1,798,350. The expected annual energy savings is \$199,931 with any additional operational savings yet to be determined and only as approved by Milwaukee County. The final energy conservation measures (ECMs) that constitute this proposal include the following:

- Demand Control Ventilation
- Constant Volume to Variable Air Volume Air Handling
- Ozone Laundry System
- Variable Air Volume Kitchen Hood Exhaust

This proposal includes the following general contract terms and will meet the conditions of the standard GESPC contract:

- Five (5) years of Measurement and Verification guarantees
- Complete commissioning of new installed equipment
- Training of thirty-two (32) hours for newly installed equipment
- Manufacturer warranties or one-year warranty- whichever is greater
- Three (3%) annual escalator for utility future costs
- Insurance and bonding as required by the GESPC contract
- Adherence to ASHRAE 62-2001 air quality standards
- Adherence to the Equal Opportunity Contract Requirements as outlined in Section 13.8.2 of the GESPC contract

All final terms and conditions shall be reflected in the GESPC final contract and attached schedules. It is expected that the duration of construction for this project will be eight (8) months from the commencement of the contract.

Sincerely,

Stephen J. Anderson  
Senior Account Executive  
Johnson Controls  
Milwaukee, Wisconsin

608-279-1105  
stephen.j.anderson@jci.com

## **Schedule A – Equipment to be installed/Scope of Work**

### **HOC 1: Demand Control Ventilation Upgrade**

In many building areas, heating, ventilation, and air-conditioning (HVAC) systems are designed to bring in a pre-determined amount of outside air (percent minimum outside air) for ventilation based on the maximum design occupancy of the space. In areas where occupancy rates are lower than design capacity, the amount of ventilation air actually required is much less than at design conditions. Savings result from reducing the amount of energy used to condition outside air during times when the actual occupancy is less than design (maximum) conditions.

#### **Existing Conditions**

There exists a dedicated air handling unit that provides space conditioning and ventilation for the North Gymnasium at the County Correctional Facility South. This unit is equipped with return air, outside air and mixed air dampers. The outside ventilation air is supplied to the gymnasium regardless of the occupancy. Gymnasiums and large spaces in a facility such as this typically introduce a high amount of ventilation required to meet code requirements. This ventilation load is determined by the maximum people load of the space. Since the gymnasium is a single zone space, control of the ventilation to match the occupancy loads is cost effective.

#### **Recommended Solution**

Johnson Controls recommends that the North Gymnasium air handling unit be equipped with demand control ventilation. Significant energy and cost savings can be accomplished by reducing the outdoor air ventilation to the level required for the actual occupant load.

By sensing the parts per million (PPM) of CO<sub>2</sub> in the space, individual air-handling units will be able to modulate ventilation rate to meet a required CFM to person ratio. Demand-controlled ventilation is a control strategy that adjusts the amount of outdoor air based on the number of occupants and the ventilation demands that those occupants create. This strategy is used to both control energy costs as well as assure sufficient ventilation.

#### **Scope of Work**

Johnson Controls will provide turnkey installation, engineering and commissioning of the following:

##### **General**

- Convert the Sturgis Building North Gym AHU from constant volume to variable volume based on occupancy of the area.
  - No VAV boxes will be added to this unit and existing booster coils shall remain controlled by the existing pneumatic thermostats.
  - Furnish, mount, power and connect controls for new supply fan VFD to the air handler. Connect VFD to the BACNet network.
  - Furnish, bolt to motor mount and power a high efficiency VFD rate 25 hp motor to replace existing AHU supply fan motor.
  - Provide six new motion sensors in the Gym and a CO<sub>2</sub> sensor in the return air duct of the AHU.
  - Upgrade air handler controls from pneumatic to BACNet. Replace existing sensors and actuators.
  - The minimum outside air open position shall be reset between minimum and maximum position (no measuring station) to maintain suitable carbon dioxide level using a proportional reset. This reset schedule is determined by ASHRAE 62.1 and provided by engineering services.
  - During the time schedule occupancy mode, the supply fan shall run at 100% fan speed if the motion sensors are detecting people in the Gym. If there are no people in the Gym, the supply fan will run at a reduced speed provided by engineering services. The room temperature setpoint shall remain constant whether there are people in the Gym or not during the timed occupied period. Provide a 10 minute delay for the motion sensors.

- During the time scheduled unoccupied mode, the supply fan shall de-energize if no people are detected in the Gym. If people are detected in the Gym for the unoccupied period, the supply fan shall energize with the outside air damper closed. The supply fan shall energize also if the space temperature is beyond the unoccupied room temperature setpoints.
- Open the relief dampers when the economizer dampers open above minimum outside air position.
- The ventilation air dampers will modulate as required to maintain CO2 levels between 800 – 1,000 PPM as measured by the CO2 sensors.

### Sequence of Operations

The ventilation rate required for each zone is added together to come up with a total ventilation rate at the AHU. Occupancy sensors in the space and CO2 control installed in the return air duct will be used to reset the AHU ventilation rate higher if required.

### Benefits

- Maintain proper air quality throughout the year.
- Significantly reduce heating and cooling loads.
- Significantly reduce the heating and cooling energy requirements.
- Improve humidity levels within the space.
- Reduce CO2 emissions

## **HOC 2: Constant Volume to Variable Air Volume AHU Upgrade**

In Constant Air Volume (CAV) systems, air flow remains constant and heating or cooling demands are met by changing the air temperature. These systems require large amounts of energy to meet demand in facilities such as County Correctional Facility South. A more efficient way to condition space is with Variable Air Volume, a system in which air flow is reduced when a demand for heating or cooling decreases, thus reducing excess reheating and fan power.

### **Existing Conditions**

There are thirteen (13) CAV air handling units that provide heating, cooling and ventilation air to the 400/600 building. These air handling units are equipped with high efficiency motors and a programmable set point to control the speed of motor based on the system load. Many of the set points are locked and are not operating as efficiently as possible.

### **Recommended Solution**

Johnson Controls recommends that the CAV air handling units be converted to VAV. A majority of this work will include the installation of Variable Air Volume Boxes in ductwork of air handling units. Installation of these devices will ensure proper fan speed, tracking and building pressurization.

### **Scope of Work**

Johnson Controls will provide turnkey installation, engineering and commissioning of the following:

#### General

- Disconnect the electrical power and control wiring.
- Provide and install new VSDs.
- Provide new airflow measuring stations for each air handling unit
- Recalibrate temperature and pressure sensors in the ductwork, replace if failed.
- Provide startup and training for each VAV and balance unit to original design criteria.
- Control hardware and software to communicate with the existing Metasys system.

#### Sequence of Operations

Space temperatures shall be controlled such that heating will occur below 68° F and cooling above 78° F. Neutral air temperature shall be provided in the dead band between 68°F and 78° F with VAV terminal at minimum. VAV boxes will be set up with heating minimum (30%) and cooling maximums. On a rise above room temperature setpoint, the VAV terminal shall open modulate cooling supply air to maintain space cooling setpoint.

For multi-zone units, heating and cooling supply air temperature shall be adjusted when box is at minimum and maximum respectively. If box is at full cooling airflow and space is above room setpoint, heating and cooling deck dampers shall modulate zone supply air temperature toward cooling maximum. Upon a drop in space temperature below cooling setpoint, heating and cooling deck dampers shall modulate to neutral supply temperature and VAV zone shall modulate toward minimum.

Should room temperature fall below the thermostat heating setpoint, the VAV terminal modulates to heating minimum airflow and zone heating and cooling deck shall modulate supply air temperature to heat space. Zone booster coil 2-way valve shall modulate (for systems with zone booster coils) to maintain heating setpoint.

A formal sequence of operations will be generated for the installation and programming.

Each VAV box will call for the following:

- Airflow CFM
- Cooling maximum
- Heating minimum
- Supply air temperature (if system had booster coil associated – install sensor downstream of coil)

### **Benefits**

- Reduce motor energy for each air handling unit
- Decrease the heating and cooling loads and related energy
- Increase life expectancy of the motors due to lower speeds
- Improve space comfort by operating VAV at design parameters
- Replace older equipment that reduces maintenance and increases reliability
- Lower duct noise due to higher air flows
- Reduce CO2 emissions

### **HOC 3: Ozone Laundry System Upgrade**

Traditional laundry processes use hot water to provide thermal disinfection and aid in chemical activation. Ozone laundry systems achieve this objective using lower temperature water and goes beyond the traditional laundry process through the elimination and shortening of wash cycles.

#### **Existing Conditions**

There are five large commercial washers used to wash the laundry for all the facility occupants. According the facility personnel, all washes are required each day, seven days per week. Hot water supply temperatures are required up to 160°F depending the particular rinse cycle and type of wash required.

#### **Recommended Solution**

Johnson Controls recommends that the laundry facilities at County Correctional Facility South be equipped with Ozone Laundry Ecowash technology.

An ozone/chemical treatment system will be installed to serve the washers that will require a maximum hot water temperature of 110°F. Installation of this system will eliminate the need to heat water up to 160°F as currently generated.

#### **Scope of Work**

Johnson Controls will provide turnkey installation, engineering and commissioning of the following:

- Provide and install an Aquawing Direct Injection Variable Level OZONE unit. Each unit shall be equipped with an oxygen concentrator, generators, system controller, OZONE sensor controller per washer and Aquawing infusion rod.
- Provide and install an OZONE room safety monitor.
- Provide and install chemical pump system.
- Provide 15 gallon drums for detergent, Alkali/break, and bleach and one neutralizer drum for rust and iron removal
- Provide electrical wiring connections and cable tray for OZONE system.
- One year warranty on parts and labor including four preventive maintenance visits for the first year.
- Provide startup and training of all operating personnel.

#### **Benefits**

- Reduce laundry systems energy consumption
- Increased levels of sanitization
- Increased textile life and quality
- Increased equipment life
- Reduced CO2 emissions

## **HOC 4: Kitchen Exhaust Hood Upgrade**

Constant volume kitchen exhaust hood systems operate based on their maximum volumetric flow rate design capacity. This means that the fan equipment is using its maximum energy regardless of kitchen operations. A strategy to vary the amount of ventilation based on existing conditions can save significant amounts of energy.

### **Existing Conditions**

During our study of the kitchen ventilation systems it was discovered that the exhaust fans operate manually with constant volume capability. These air handling systems are not controlled and often run unnecessarily.

### **Recommended Solution**

Johnson Controls recommends installing variable air volume kitchen hood exhaust technology on (3) main kitchen fans at County Correctional Facility South. The proposed system would detect both smoke and heat increasing flow rate when needed, and reduce flow rate when not needed. Varying the speed of the exhaust fan as cooking loads change will save energy through reduced motor run time and maintenance.

### **Scope of Work**

Johnson Controls will provide turnkey installation, engineering and commissioning of the following:

#### Equipment installation

- Kitchen Hood Controller (3)
  - ABS approved standard enclosure
  - Door mounted display/configuration
  - Door mounted panel live indicator
  - 7 day time clock
  - Door interlocked isolator
  - 6 Amp, 110 volt miniature circuit breaker
  - Pre-wired terminal rail
  - Relay
  - Sensor Relay for Infrared sensors
- 3 sets of IR beams in stainless steel enclosures
- 3 duct temperature sensors
- 3 room temperature sensors
- Additional items
  - 4 additional sets of Infrared sensors
  - 4 exhaust fan variable frequency drives
    - Main kitchen hood has 2 exhaust fans
  - 1 AHU exhaust fan variable frequency drive
  - 1 summation unit to tie controllers in to AHU

### **Benefits**

Additional of VAV kitchen hood technology can result in:

- Improved system operation and lower energy costs
- Reduced maintenance and repair costs and extended equipment life
- Improve humidity levels within the space.
- Reduce CO2 emissions

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**8**

**DATE:** April 27, 2012

**TO:** Supervisor Peggy Romo West, Chairperson, Health & Human Needs Committee  
Supervisor Willie Jr. Johnson, Chairperson, Finance and Audit Committee

**FROM:** Gregory G. High, Director, Architecture, Engineering and Environmental Services  
Section, DAS - Facilities Management

**SUBJECT:** **Informational Report #2 - Progress of an RFP for Architectural Design Services  
for a New Mental Health Facility**

**BACKGROUND**

In September 2011, the County Board passed a resolution (File No. 11-516) endorsing a plan submitted by the New Behavioral Health Facility Study Committee (Facility Committee) which directed the Director of the Department of Administrative Services (DAS) to return to the Committee on Health and Human Needs and the Committee on Finance and Audit in the March 2012 County Board cycle to report on the results of a Request for Proposal (RFP) for architectural design services for a new mental health facility. In March, the Director of the Architecture, Engineering and Environmental Services Section (AE&ES) within DAS - Facilities Management Division (DAS-FM) submitted an informational report regarding the status of the RFP. At that meeting, it was requested that a follow-up report be brought back to the Board in the May cycle.

**DISCUSSION**

The RFP document was advertised in the Daily Reporter and posted on the Milwaukee County Business Portal on 1/19/12. A mandatory pre-proposal meeting for the interested consultants was conducted on 1/31/12. Representatives from 21 consulting firms attended. Six (6) consultant proposals were submitted in response to the RFP on 2/20/12. The proposal evaluation committee was comprised of staff from the Department of Health & Human Services (DHHS) and AE&ES. The proposals were reviewed and the three (3) most qualified consulting firms were invited for an interview on April 10, 2012. The RFP panel then made a final recommendation to the Director of AE&ES.

**Tentative Schedule**

Since the consultant contract award and all subsequent scheduled activities are contingent on County Board approval and the release of funding, the below timeline is theoretical and would not begin until the County Board takes action.

**Consultant Contract Award**

- Consultant Contract Award: 1 week
- Consultant agreement signed and Notice to Proceed: 3 weeks

## Informational Report #2 – Progress of an RFP for Architectural Design Services for a New Mental Health Facility

Date: April 27, 2012

Programming Stage are as follows:

- Programming Plan Phase completed: 4 weeks
- Reviewed and approved: 2 weeks

Design Stage

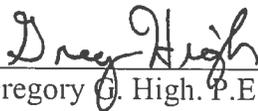
- Schematic Design: 7 weeks
- Design Development Phase completed: 6 weeks
- Construction / Bid Documents 100% completed: 12 weeks
- Bidding Phase: 6 weeks
- Award Construction Contract: 4 weeks
- Project Closeout, Project completed: 24 months

### Next Steps

As stated above, the consultant contract award cannot take place until the County Board authorizes the use of a portion of the 2010 Behavioral Health Division budgeted capital funds remaining in the allocated contingency fund (WE033) to pay for these consultant services and the related services provided by DAS-FM, AE&ES staff.

The Director of AE&ES, DAS-FM will await further direction from the County Board before proceeding with the award of a contract, fee negotiations and contract execution for architectural design services for a new mental health facility.

Respectfully Submitted,



Gregory G. High, P.E., Director  
AE&ES Section, DAS-FM Division

GGH:

cc: Chris Abele, Milwaukee County Executive  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Amber Moreen, Chief of Staff, County Executive's Office  
Craig Kammholz, Fiscal and Budget Administrator, DAS  
Pam Bryant, Capital Finance Manager  
Héctor Colón, Director, Department of Health and Human Services  
Paula Lucey, Administrator, Behavioral Health Division  
Tia Torhorst, County Executive's Office  
Antoinette Thomas-Bailey, Fiscal and Management Analyst – DAS  
Jennifer Collins, County Board Staff  
Jodi Mapp, County Board Staff

**COUNTY MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE May 21, 2012

TO Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM Frank Busalacchi, Director, Department of Transportation

SUBJECT REQUEST TO EXCEED CAP OF \$50,000 ON THE PROFESSIONAL SERVICE CONTRACT UNTIL A LAW FIRM IS SELECTED TO REPRESENT MILWAUKEE COUNTY'S BEST INTEREST IN THE ZOO INTERCHANGE NEGOTIATIONS

**POLICY**

File 12-186 went to the Transportation, Public Works and Transit committee in February 2012 requesting approval for the Department of Transportation to sign a Professional Service Agreement for legal services directly related to the Zoo Interchange Reconstruction project negotiation. The Professional Service Agreement had a cap of \$50,000. At this time the department is requesting to exceed the \$50,000 to ensure the continuation of negotiation for county parcels with WISDOT.

**BACKGROUND**

Due to the fact that time is of the essence and delays will be costly in the construction schedule for completion of this project for the traveling public, the department has prepared and is in the process of advertising an RFP for legal services. Interviews are to be scheduled for June/July the most qualified firm with land and sale acquisition experience will be selected. The selected firm will be brought back to committee with a recommendation of the firm most qualified to act as the legal representative for Milwaukee County regarding the Zoo Interchange.

At this time the \$50,000 cap has been reached and we are requesting to exceed that cap until the report comes to Committee and a legal firm is selected. This will allow negotiations for Milwaukee County to continue and allow WISDOT to meet the construction schedule outlined for the Zoo Interchange Reconstruction project.

Time is of the essence in negotiation to ensure that proper lead-time is given to relocate existing facility occupants. All negotiated items will be brought to committee according to county policy.

**RECOMMENDATION**

There have been additional parcels of land that have been identified that would need to be involved in the negotiation process. Since the cap has been exceeded for the Professional Service Agreement for legal services as outlined in the (File 12-187) February 2012 Transportation, Public Works & Transit Committee. We are requesting approval to continue negotiations until such time as a law firm has been selected to represent the legal interests for Milwaukee County.

Prepared by Fay L. Roberts



Frank Busalacchi  
Director of Transportation

CC: File 12-187 (attachment)

1  
2 (Item )  
3

4 Request to exceed \$50,000 on the Professional Service Agreement for Legal  
5 Service Agreement for Legal Services as it pertains to the Zoo Interchange  
6 Reconstruction Project  
7

8 File No. \_\_\_\_\_  
9 Journal \_\_\_\_\_  
10

11 **RESOLUTION**  
12

13 At the February 2012 Transportation, Public Works and Transit meeting, the  
14 Department of Transportation the Director of the Department of Transportation  
15 requested authorization to sign a professional service agreement for legal services  
16 \$50,000 to present the best interest of Milwaukee County until an RFP could be  
17 advertised and a legal firm selected to deal with parcels and negotiation of purchase of  
18 said parcels. A request to authorize exceeding the \$50,000 cap of the professional  
19 service agreement until a legal firm I selected to continue with the timely negotiation to  
20 meet the timeline for the Zoo Interchange Reconstruction Project.  
21

22  
23 WHEREAS, at the February 2012, Transportation, Public Works and Transit  
24 Committee approval was given to execute a Professional Service Agreement for Legal  
25 Services as it related to the negotiation regarding the Zoo Interchange Reconstruction  
26 Project, and  
27

28 WHEREAS, the authorization was for \$50,000 which allowed Director of  
29 Transportation to continue the negotiation to meet the construction timeframe for the  
30 Zoo Interchange Reconstruction Project while negotiating in the best interest of  
31 Milwaukee County regarding county facilities and parcels that would be impacted by the  
32 project, and  
33

34 WHEREAS, the terms of this agreement were to give Milwaukee County time to  
35 prepare an RFP for legal services to continue the negotiations regarding the Zoo  
36 Interchange Reconstruction Project and bring it back to committee, and  
37

38 WHEREAS, at this time the RFP for legal services for the Zoo Interchange  
39 Reconstruction Project has been advertised, and  
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41 WHEREAS, at this time the Director of Transportation has indicated that the  
42 current \$50,000 limit has been met and is requesting authorization to exceed the  
43 \$50,000 cap until such time as the RFP process is completed and a recommendation  
44 for legal representation is submitted to committee; and

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BE IT RESOLVED, the Director of Department of Transportation is requesting authorization to exceed the \$50,000 cap on the Professional Service Agreement for Legal Services regarding the Zoo Interchange Reconstruction Project; and

BE IT FURTHER RESOLVED, the Director is requesting authorization not to exceed an additional \$50,000 to continue negotiations with WISDOT to meet the timeframe outlined in the construction schedule for the Zoo Interchange Reconstruction Project, and

BE IT FURTHER RESOLVED, any and all funds remaining in the \$50,000 of the requested funds will be brought in a report format, so that when the law firm is approved the negotiation in the best interest of Milwaukee County can continue.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE: May 25, 2012**

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: REQUEST TO EXCEED \$50,000 CAP ON PROFESSIONAL SERVICE AGREEMENT FOR LEGAL SERVICES FOR ZOO INTERCHANGE RECONSTRUCTION PROJECT**

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input checked="" 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	50,000	
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

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

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

The funds to pay for legal services will be charged to departments within Milwaukee County benefiting from the negotiations and purchase of parcels or terms and agreements with WISDOT. DOT is currently working with DAS to determine how the charges will be split between departments within Milwaukee County; or what the alternative will be.

Approval of this request will not exceed \$50,000. Authority will cease upon approval of the selected law firm and transition of files.

Department/Prepared By Debbie Bachun

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

Did DAS-Fiscal Staff Review?  Yes  No

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

INTER-OFFICE COMMUNICATION

DATE: May 16, 2012

TO: Marina Dimitrijevic, Milwaukee County Board Chairwoman

FROM: Frank Busalacchi, Director, Department of Transportation

SUBJECT: Offer from the Wisconsin Department of Transportation (WisDOT) to acquire the needed property interests from Milwaukee County greenhouse property located at 10340 West Watertown Plank Road, Wauwatosa, as part of the Zoo Freeway Interchange Reconstruction Project.

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. Milwaukee County Board approval will be required to convey County owned property to WisDOT that is needed for the reconstruction project. Chapter 32.05 of the Wisconsin Statutes defines the eminent domain process for acquiring land for transportation use.

BACKGROUND:

The Transportation, Public Works & Transit Committee, at their meeting on May 9, 2012, recommended approval of a Memorandum of Understanding (MOU) between Milwaukee County (County) and WisDOT for the functional replacement of the County owned greenhouse facility. The County Board approved the MOU on May 24, 2012 by Resolution File No. 12-356. Pursuant to provisions of the MOU, WisDOT shall purchase the needed property interests on the 8.156-acre greenhouse property separate and independent from the functional replacement of the greenhouse facility.

The County's Director of Transportation has received a proposal from WisDOT to acquire the needed property interests on the greenhouse property from the County. The proposal consists of WisDOT purchasing 6.192 acres of the greenhouse property and acquiring a temporary construction easement on the 1.964 acres remaining in County ownership. A copy of the WisDOT offer and an exhibit depicting the greenhouse property and needed property interests are attached.

The final offer from WisDOT for the purchase of the 6.192-acres and the temporary construction easement on the 1.964-acres is \$1,100,000. The initial offer from WisDOT was \$593,000. By the County obtaining an owner's appraisal, paid for by WisDOT, and by subsequent negotiations with WisDOT, County staff and private legal counsel representing the County realized an additional \$507,000 in compensation.

In 2004, the County sold land to north of the greenhouse property to Wisconsin Lutheran

College Conference (WLCC) for the development of an athletic complex. As part of that land sale, the County granted WLCC an option to purchase the 8.156-acre greenhouse property should the County cease the operation of the greenhouses. Since WisDOT is acquiring 6.192-acres of the greenhouse property from the County as part of Zoo Freeway reconstruction project, the County shall indemnify WisDOT and its title insurer against any claim made against WisDOT by WLCC based on the option granted to WLCC by the County.

RECOMMENDATION:

Staff respectfully requests that the Transportation, Public Works and Transit Committee recommend to the County Board of Supervisors acceptance of the above-described offer from the WisDOT in the amount of \$ 1,100,000.

---

Frank Busalacchi, Director,  
Department of Transportation

Meeting Date: June 13, 2012  
Attachments

cc: Chris Abele, County Executive  
Supervisor Jim Luigi Schmitt, District 6  
Kimberly Walker, Corporation Counsel  
Patrick Farley, Director, Department of Administrative Services (DAS)  
Brian Taffora, Director of Economic Development (DAS)  
Sue Black, Director, Department of Parks, Recreation and Culture (DPRC)  
James Keegan, Chief of Planning and Development (DPRC)  
Greg High, Director, AE & ES (DAS)  
James Martin, Fiscal Management Analyst

(ITEM ), Offer from the Wisconsin Department of Transportation (WisDOT) to acquire the needed property interests from Milwaukee County greenhouse property located at 10340 West Watertown Plank Road, Wauwatosa, as part of the Zoo Freeway Interchange Reconstruction Project, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, 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; and

WHEREAS, Milwaukee County Board approval is needed to convey County-owned property and grant easement interests to WisDOT for the reconstruction project; and

WHEREAS, the Transportation, Public Works & Transit Committee, at their meeting on May 9, 2012, recommended approval of a Memorandum of Understanding (MOU) between Milwaukee County (County) and WisDOT for the functional replacement of the County owned greenhouse facility and the County Board approved the MOU on May 24, 2012 by Resolution File No. 12-356 ; and

WHEREAS, pursuant to provisions of the MOU, WisDOT shall purchase the needed property interests on the 8.156-acre greenhouse property separate and independent from the functional replacement of the greenhouse facility; and

WHEREAS, the County's Director of Transportation has received a proposal from WisDOT to acquire the needed property interests on the greenhouse property from the County. The proposal includes WisDOT purchasing 6.192 acres of the greenhouse property and acquiring a temporary construction easement on the 1.964 acres remaining in County ownership; and

WHEREAS, the final offer from WisDOT for the purchase of the 6.192 acres and the temporary construction easement on the 1.964 acres is \$1,100,000, whereas the initial offer from WisDOT was \$593,000. By the County obtaining an owner's appraisal, paid for by WisDOT, and by means of negotiations between WisDOT, County staff and private legal counsel representing the County an additional \$507,000 in compensation was realized; and

WHEREAS, in 2004, the abutting County land to the north of the greenhouse property was sold to Wisconsin Lutheran College Conference (WLCC) for the development of an athletic complex. As part that land sale, the County granted WLCC an option to purchase the 81.56-acre greenhouse property should the County cease the operation of the greenhouses; and

WHEREAS, since the WisDOT is acquiring 6.192 acres of the greenhouse property from the County as part of the Zoo Freeway reconstruction project, the County shall indemnify WisDOT and its title insurer against any claim made against WisDOT by the WLCC based on

47 the option granted to WLCC by the County; and

48

49 WHEREAS, the Committee on Transportation, Public Works and Transit, at their  
50 meeting on June 13, 2012 recommended acceptance of the \$1,100,000 offer from WisDOT; now,  
51 therefore,

52

53 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby accepts the  
54 \$1,100,000 offer from WisDOT for the purchase of the 6.192 acres and for the temporary  
55 construction easement on the 1.964 acres; and

56

57 BE IT FURTHER RESOLVED, Milwaukee County shall indemnify WisDOT and its  
58 title insurer against any claim made against WisDOT by WLCC based on the option granted to  
59 WLCC by Milwaukee County; and

60

61 BE IT FURTHER RESOLVED, the Director of Transportation is authorized to sign the  
62 WisDOT offer in the amount of \$1,100,000 and the County Executive and the County Clerk are  
63 authorized to execute the deed of conveyance for the 6.192 acres and the temporary construction  
64 easement for the 1.964 acres.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** May 25, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Offer from the Wisconsin Department of Transportation (WisDOT) to acquire the needed property interests from the Milwaukee County Greenhouse property located at 10340 West Watertown Plank Road, Wauwatosa, as part of the Zoo Freeway Interchange Reconstruction Project.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	\$200,000	
	Revenue	\$200,000	
	Net Cost	\$0	
<b>Capital Improvement Budget</b>	Expenditure	\$900,000	
	Revenue	\$900,000	
	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. Request to establish \$1,100,000 of expenditure authority and recognize revenue related to the conveyance of the 6.192-acre greenhouse land and the temporary construction easement granted on the 1.964-acre portion of greenhouse land remaining in County ownership. The land is being purchased by the State of Wisconsin as part of the Zoo Interchange project.
  - B. The sale of the County greenhouse land will result in a one-time receipt of revenue in the amount of \$1,100,000, from the State of Wisconsin. \$200,000 of the land sale revenue would be used to cover expenses for external legal services related to the Zoo Interchange project with the remaining proceeds used to first finance the balance of project WO624 – Workforce and Economic Development Funds and the remaining to be deposited into the Appropriation for Contingencies.
  - C. The requested action will increase 2012 budgeted expenditure authority and revenue by \$1,100,000. Within the \$1,100,000 of proceeds, \$200,000 would be needed to cover external legal services related to the Zoo Interchange project with the remaining \$900,000 of proceeds used to finance the balance of the WO624 – Workforce and Economic Development Funds and the remaining funds to be deposited into the Appropriation for Contingencies.
  - D. An appropriation transfer has been submitted that reflects the actions requested in this fiscal note. In addition, it is assumed that the land sale occurs and proceeds are recognized within the 2012 fiscal year.

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

Department/Prepared By Frank Busalacchi

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

Did DAS-Fiscal Staff Review?  Yes  No



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)

May 21, 2012

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

Subject: Project ID 1060-33-23  
Zoo Interchange-Local Roads  
Local Roads  
Glenview Avenue/Watertown Plank Road/Swan Boulevard  
Milwaukee County  
RE: Parcel # 1 (Milwaukee County greenhouses)

This letter gives you written notice of the revised offering price, and it replaces any previous offers presented to you.

The Wisconsin Department of Transportation has approved a revised offering price in the amount of \$1,100,000.00 for the needed interests from your property for this highway project:

- FEE. 6.192 Acres
- TLE. 1.964 Acres

If you wish to sell the entire 8.156 acre greenhouse property, WISDOT would make an alternate offer to acquire the 8.156 acre parcel for \$1,185,300.00.

If you have any questions, please contact me at 262-548-8781.

Sincerely,

A handwritten signature in cursive script that reads "Larry D Stein".

Larry D Stein  
Real Estate Specialist

CC: Attorney Alan Marcuvitz  
Craig Dillmann

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - LONG FORM**

Wisconsin Department of Transportation  
DT1618 6/2010 (Replaces RO692)

THIS AGREEMENT, made and entered into by and between Milwaukee County, hereinafter called SELLER, and the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, hereinafter called BUYER.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Milwaukee County, Wisconsin.

Seller warrants and represents to WISDOT that Seller has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the Wisconsin Department of Transportation is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shoreland or special land use regulations affecting the property.

The purchase price of said real estate "as-is" and "where-is" shall be the sum of One Million One Hundred Thousand and 0/100 Dollars, (\$1,100,000.00).

THE SELLER SHALL, UPON PAYMENT OF THE PURCHASE PRICE, CONVEY THE PROPERTY BY GOOD AND SUFFICIENT WARRANTY DEED, OR OTHER CONVEYANCE PROVIDED HEREIN, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPTING: none.

Legal possession of premises shall be delivered to Buyer on date of closing.

Seller represents that the property is now occupied by Seller, which shall continue with no rental until delivery of occupancy:

Physical occupancy shall be given to Buyer on or before April 1, 2013.

**SPECIAL CONDITIONS:**

Milwaukee County will indemnify, and hold harmless WISDOT, and its title insurer against any claim, cost or expense caused by any claim against WisDOT by WLCC.

This transaction is to be closed at such other time and place as may be reasonably agreed to in writing by the Buyer and Seller.

The warranties and representations made herein survive the closing of this transaction.

THIS AGREEMENT INCLUDES THE BALANCE OF TERMS ON REVERSE SIDE.

MILWAUKEE COUNTY

By: \_\_\_\_\_  
(Seller) (Date)

**The above agreement is hereby accepted.**



Project I.D. 1060-33-23

Parcel 1

THE FOLLOWING TERMS ARE PART OF THE CONTRACT ON THE REVERSE SIDE

ITEMS INCLUDED IN SALE: All land, land improvements, buildings situated in the FEE and TLE areas.

ITEMS NOT INCLUDED IN SALE: Furniture, fixtures and equipment

Special assessments, if any, for work on site actually commenced prior to date of this offer, shall be paid by Seller.  
Special assessments, if any, for work on site actually commenced after date of this offer, shall be paid by Buyer.

PHYSICAL DAMAGE TO PREMISES. In the event the premises shall be damaged from any cause, including fire or elements, prior to the time of closing, this agreement may be canceled at the option of the Buyer. Should the Buyer elect to carry out this agreement despite such damage, the Buyer shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the purchase price.

The Seller hereby agrees, for itself, its successors and assigns that it will save harmless the State of Wisconsin from any and all claims for personal injury or damages to personal property on the premises, or any other claims which may be made by reason for such injury or damage during the period the Seller is in possession of the said premises. The Seller also grants to the State of Wisconsin, its agents and assigns, the right to inspect the premises at reasonable times. The Seller assumes all responsibility for the proper maintenance of the premises to and including the date of vacation as herein above agreed.

The Seller further agrees to pay all utility bills, and present evidence of such payment, prior to receiving the final payment under this agreement to convey the subject premises.

PARTIES BOUND. This agreement shall be binding upon the successors and assigns of all parties.

No representations other than those expressed herein, either oral or written are a part of this sale.

The Seller acknowledges receipt of a copy of this agreement.

**Any items requiring compensation under s. 32.19 Wis. Stats. are not included in the appraisal allocation, and have not been included in this agreement. Relocation expenses may be claimed by submitting a Relocation Claim as provided in s. 32.19, Wis. Stats., and the Wis. Administrative Code Comm 202.**

Project: 1060-33-23

County: Milwaukee

Parcel: 1

## LEGAL DESCRIPTION

**Fee Title** in and to the following tract of land in the City of Wauwatosa, Milwaukee County, State of Wisconsin, described as:

That part of Lot 2 of CSM 7371, recorded in document 8730753 and being in the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 20, Town 7 North, Range 21 East, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 2°09'28" East along the east line of said Lot 2, 15.98 feet; thence South 46°42'22" West 203.59 feet to a point on a curve; thence 204.62 feet, along the arc of a curve to the left, with a radius of 1355.00 feet and a chord bearing and length of South 42°22'48" West 204.43 feet; thence South 51°56'46" East 10.00 feet to a point on a curve; thence southwesterly 420.14 feet, along the arc of a curve to the left, with a radius of 1345.00 feet and a chord bearing and length of South 29°06'18" West 418.43 feet to the south line of said Lot 2; thence North 87°38'33" West along said south line, 7.15 feet; thence North 76°26'05" West 220.33 feet to the west line of said Lot 2; thence North 13°33'55" East along said west line, 773.64 feet to the north line of said Lot 2; thence South 76°26'05" East 535.85 feet to point of beginning.

This parcel contains **6.192 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes and remove buildings, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Wauwatosa, Milwaukee County, State of Wisconsin, described as:

That part of Lot 2 of CSM 7371 recorded in document 8730753 and being in the Southwest 1/4 of the Southwest 1/4, the Southeast 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 20, Town 7 North, Range 21 East, described as follows:

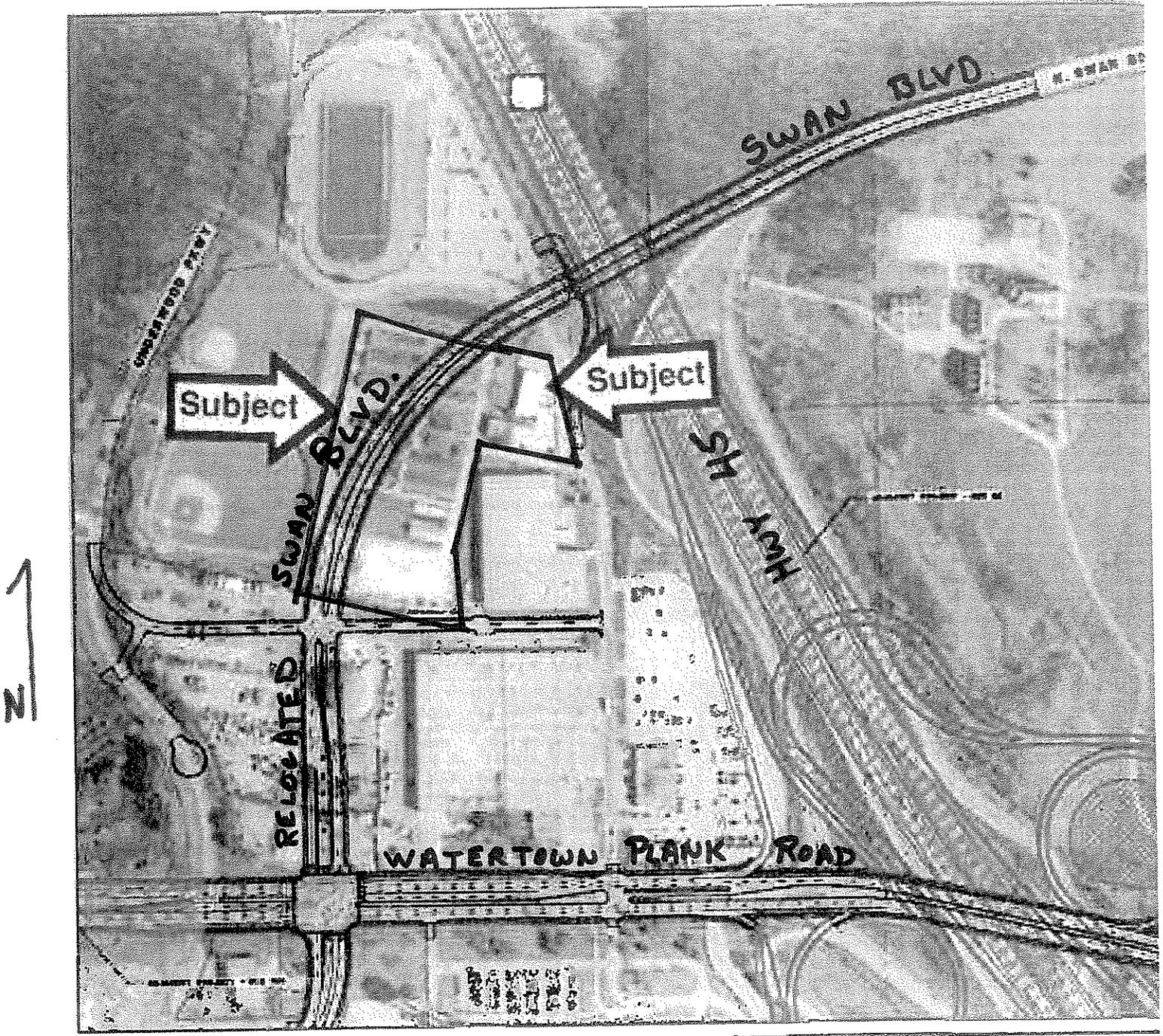
Beginning at the southeast corner of said Lot 2; thence North 87°38'33" West along the south line of said Lot 2, 210.51 feet to a point on a curve; thence northeasterly 420.14 feet, along the arc of a curve to the right, with a radius of 1345.00 feet and a chord bearing and length of North 29°06'18" East 418.43 feet; thence North 51°56'46"

West 10.00 feet to a point on a curve; thence northeasterly 204.62 feet along the arc of a curve to the right, with a radius of 1355.00 feet and a chord bearing and length of North 42°22'48" East 204.43 feet; thence North 46°42'22" East 203.59 feet to the east line of said Lot 2; thence South 2°09'28" East along said east line, 263.59 feet; thence North 76°19'08" West 213.64 feet; thence South 13°00'42" West 329.61 feet; thence South 0°14'13" East 137.02 feet to the point of beginning.

This parcel contains **1.964 acres**, more or less.

**The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later**

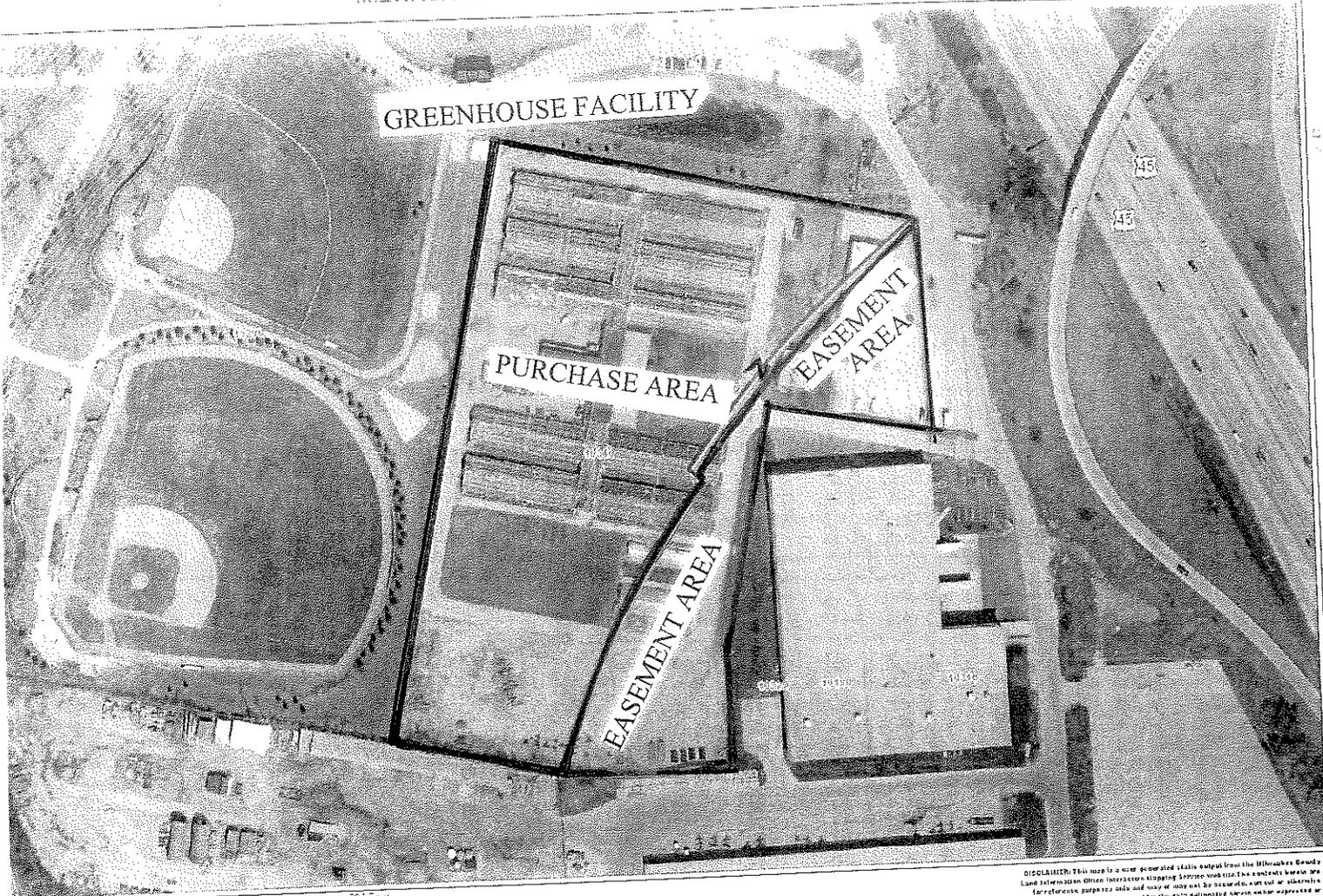
Proposed Plan



Project No: 1060-33-23

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

### AERIAL PHOTO

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**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 29, 2012

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

**FROM:** Frank Busalacchi, Director, Department of Transportation

**SUBJECT:** Summary of Fund Transfers for Consideration at the Finance and Audit Committee  
June 2012- **Informational Report**

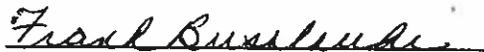
<u>Description</u>	<u>Amount</u>
DOT	\$1,100,000

1. The Director of Transportation has been in negotiation with WisDOT representing Milwaukee County's interest regarding the Zoo Interchange Reconstruction Project. In that capacity, the Director of Transportation is requesting to establish a \$1,100,000 expenditure authority and recognize revenue related to the conveyance of the 6.192-acre greenhouse land and the temporary construction easement granted on the 1.964-acre portion of greenhouse land remaining in County ownership. The land is being purchased by the State of Wisconsin as part of the Zoo Interchange Reconstruction project.

The sale of the County greenhouse land will result in a one-time receipt of revenue in the amount of \$1,100,000 from the State of Wisconsin

\$200,000 of the land sale revenue would be used to cover expenses for external legal services related to the Zoo interchange negotiation with the remaining \$900,000 of the proceeds used to first finance the balance of the project WO624-Workforce and Economic Development funds and the remaining to be deposited into the Appropriation for Contingencies.

Approved by:



Frank Busalacchi, Director  
Department of Transportation

FJB:mmmb



*County of Milwaukee*  
**Office of the Sheriff**

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** April 20, 2012

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

**FROM:** Tobie Weberg, Deputy Inspector, Milwaukee County Sheriff's Office

**SUBJECT:** **File No. 12-53 & 12-61 – From the Acting Director, Department of Transportation, and the Airport Director, requesting authorization to enter into a lease agreement with the Milwaukee County Sheriff's Department for building and parking space at the Milwaukee County's MKE Regional Business Park (the former 440<sup>th</sup> Air Force Reserve Station). (02/02/12: Report referred back to Committee by the Board recommending adoption.)**

At its meeting on February 29, 2012, a request was made of the Office of the Sheriff by Supervisor Weishan that the Office of the Sheriff provide a report regarding where this equipment is currently located and what it costs to secure that equipment at that location. Additionally, a request was made of the Office of the Sheriff by Supervisor Dimitrijevic regarding where the money is coming from and specifically, where it was in the Sheriff's 2012 Budget.

The purpose of the Sheriff's Office seeking to lease this building space at the MKE Regional Business Park (former 440<sup>th</sup> Air Force Reserve Station) is effectiveness and efficiency as it relates to storage, maintenance and most importantly mobilization and response times for the citizens of Milwaukee County and customers outside of Milwaukee County.

This space will be used to consolidate Sheriff's Office equipment into one secure location that will be organized to facilitate faster mobilization. The Sheriff's Office will have the following services located at this property:

**Explosive Ordnance Disposal**

The Explosive Ordnance Disposal Unit has an extensive roster of equipment to include a large trailer, two response vehicles and an explosive disposal vessel. This equipment is stored at a hanger at Timmerman Field. This location is not an optimal one for response.

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### **SWAT Team**

The SWAT Team has an extensive roster of equipment including multiple vehicles, two armored rescue vehicles and equipment trailer. This equipment is spread out throughout CAMD that is not an optimal location. Additional equipment is kept in storage rooms in the Safety Building. This location is not optimal and slows down mobilization, particularly during a critical incident.

### **Mounted Unit**

There is currently no valid location for this equipment, which includes a tow vehicle and large horse trailer. This equipment is stored outdoors at CAMD and is susceptible to damage/theft.

### **Honor Guard**

The honor guard equipment, such as flags, ceremony rifles, etc is located in rooms currently in the Safety Building.

### **EOD K9 Unit**

The EOD K9 Unit is using office space in the Airport Division area at GMIA. This space is limited and providing them office space within the 440<sup>th</sup> building would allow them to remain on the airport grounds and free up Airport Division space that is needed without needing to expand.

### **Dive/Rescue Unit**

This equipment is stored inside a response vehicle, which is kept at CAMD.

### **Community Relations Vehicles**

The vehicles are in high demand within the community and are currently stored in the CJF sally port. This space could be freed up to provide additional parking for law enforcement bringing in arrests and/or DPW for storage of equipment such as plow trucks or other snow removal equipment, etc.

### **Boat Patrol**

The Boat Patrol consists of the Sheriff's boat and all equipment is kept onboard. During the boating season it is stored at a slip at the McKinley Marina. Off-season storage consists of a hanger at Timmerman Field.

### **Emergency Management Response Equipment**

Emergency management equipment is located at CAMD and a designated location in Wauwatosa. This is an outdoor site and supplies needed are sensitive to weather. Therefore, equipment must be ordered at the last minute and stored in other location and load before response so we don't risk having equipment stolen. This system is not optimal and having it stored in a secure building would allow EM to have equipment readily on hand and loaded for immediate response. Part of their equipment also includes a Mobile Command post for large-scale emergencies, which is located in CAMD. The key to emergency response preparedness is to have all of the equipment centrally located accessible to freeway system and in secured in environmentally controlled building. The 2010 flood and other nature disasters throughout the country demonstrate the need to have supplies on hand in advance and ready for immediate deployment to best serve the public.

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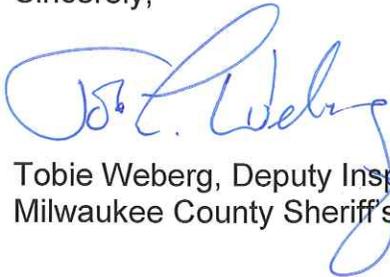
### **Costs**

The lease agreement has an annual cost of \$34,542. The cross charges associated with storage at CAMD currently for these units total \$7,278.00. Additionally, Emergency Management has the ability to obtain Federal monies totaling up to \$37,596 annually or \$3,133 per month in funding for storage for the COAD trailer and Mobile Command Post. This represents a savings of \$3,054.

### **Summary**

The building on at MKE Regional Business Park provides a centralized space for the consolidation of all of these Sheriff's Office Units/Services. This location provides a higher level of security that is manned by private security 24 hours per day as well as being within patrol area of the Airport Division of the Sheriff's Office, which will provide an additional layer of security for this equipment. The centralization of this equipment will provide the ability to mobilize these emergency services more quickly as well as being close to freeway infrastructure to provide a much higher level of service for the citizens of Milwaukee County and within our region due to these improved efficiencies. This move will also free up much needed space at CAMD, where equipment storage needs have outgrown CAMD. Relocating this equipment would free up a significant amount of space for other needs. As it relates to where the costs for this lease and where the monies will come from, there will be a potential savings of up to \$3,054 by moving the above units/equipment to the MKE Regional Business Park.

Sincerely,



Tobie Weberg, Deputy Inspector  
Milwaukee County Sheriff's Office

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COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION

1253

TPW

Referred

JAN - 9 2012

County Board  
Chairman

DATE: December 20, 2011

ENO. 12-53

TO: Lee Holloway, Chairman County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit committee

FROM: Frank Busalacchi, Acting Director of Transportation

SUBJECT: **BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AIRPORT  
DIVISION AND MILWAUKEE COUNTY SHERIFF DEPARTMENT**

**POLICY**

County Board approval is required for Milwaukee County Airport Division to enter into a building lease agreement with Milwaukee County Sheriff Department for a truck inspection facility at Milwaukee County's MKE Regional Business Park (the former 440<sup>th</sup> Air Reserve Station) at General Mitchell International Airport (GMIA).

**BACKGROUND**

The Milwaukee County Sheriff Department is in need of a building to house their Explosive Ordinance Disposal equipment (EOD), which is stored in a semi-trailer / trailer. The equipment has to be stored in a tempered environment.

The truck inspection facility (building 204) at Milwaukee County's MKE Regional Business Park accommodates the Milwaukee County Sheriff Department's request.

**RECOMMENDATION**

Airport staff recommends that Milwaukee County Airport Division enter into a lease agreement with Milwaukee County Sheriff Department, effective February 1, 2012, for the lease of 1,670 square feet of truck inspection facility (building 204) at Milwaukee County's MKE Regional Business Park, under standard terms and conditions for County-owned land and building space, inclusive of the following:

1. The term of the triple net lease agreement shall be for three (3) years, effective February 1, 2012, and ending January 31, 2015, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment, or any other material identified will be inventoried in the office building and made available to Milwaukee County Sheriff Department at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 1,670 square feet of space in the building will be established at: \$1.65/sq. ft. for an approximate total of \$2,755 per year. An option to extend the lease term for an additional two years shall be at the fair market value lease rate to be determined.
4. The lease agreement shall contain the current standard insurance and environmental language for similar agreements. Under these terms of this triple net lease agreement the Milwaukee

County Sheriff Department will be responsible for the cost of insurance, utilities and common area maintenance charges.

**FISCAL NOTE**

Rental revenues will be approximately \$2,755 for the first year of the agreement.

Prepared by: Ted J. Torcivia, Airport Business Manager

Approved by:

  
Frank Busalacchi, Acting Director  
of Transportation

  
C. Barry Bateman  
Airport Director

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(ITEM ) From the Acting Director, Department of Transportation, and the Airport Director, requesting authorization to enter into a lease agreement with the Milwaukee County Sheriff's Department, effective February 1, 2012, for the lease of approximately 1,670 square feet of truck inspection facility space (Building 204) at Milwaukee County's MKE Regional Business Park (the former 440th Air Force Reserve Station), by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Milwaukee County Sheriff's Department is in need of a building to house their Explosive Ordinance Disposal equipment (EOD), which is stored in a semi-trailer/trailer and has to be stored in a tempered environment; and

WHEREAS, the truck inspection facility (Building 204) at Milwaukee County's MKE Regional Business Park accommodates the Milwaukee County Sheriff's Department's request; now, therefore,

BE IT RESOLVED, that the Director of the Department of Transportation and the Airport Director are hereby authorized to enter into a lease agreement with the Milwaukee County Sheriff's Department, effective February 1, 2012, for the lease of: approximately 1,670 square feet of truck inspection facility space (Building 204) at Milwaukee County's MKE Regional Business Park, under the following terms and conditions:

1. The term of the triple net lease agreement shall be for three (3) years, effective February 1, 2011, and ending January 31, 2015, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment, or any other material identified will be inventoried in the office building and made available to Milwaukee County Sheriff's Department at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 1,670 square feet of space in the building will be established at: \$1.65/sq. ft. for an approximate total of \$2,755 per year, and an option to extend the lease term for an additional two (2) years shall be at the fair market value lease rate to be determined.
4. The lease agreement shall contain the current standard insurance and environmental language for similar agreements, and under these terms of this triple net lease agreement with the Milwaukee County Sheriff's Department will be responsible for the cost of insurance, utilities, and common area maintenance charges.

*FEB 02 2012*  
*Dep. Jurack*  
*referred back*  
*to TPWT*  
*VV*

**APPROVED AS TO FORM**  
*Kimberly*  
**COMPOSITION COUNCIL**

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** December 20, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AIRPORT DIVISION AND MILWAUKEE COUNTY SHERIFF DEPARTMENT**

**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	\$2,755.00	\$2,755.00
	Revenue	\$2,755.00	\$2,755.00
	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 airport will receive total rental revenues of \$2,755.00 for the first year of the agreement.**

Department/Prepared by: Ted J. Torcivia, Airport Business Manager

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

Reviewed by:

H:\Private\Clerk Typist\Aa01\TPW&T 12\01- Jan 2012\FISCAL NOTE - Sheriff Building 204 Lease-440th.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*  
**Office of the Sheriff**

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** April 20, 2012

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

**FROM:** Tobie Weberg, Deputy Inspector, Milwaukee County Sheriff's Office

**SUBJECT:** **File No. 12-53 & 12-61 – From the Acting Director, Department of Transportation, and the Airport Director, requesting authorization to enter into a lease agreement with the Milwaukee County Sheriff's Department for building and parking space at the Milwaukee County's MKE Regional Business Park (the former 440<sup>th</sup> Air Force Reserve Station). (02/02/12: Report referred back to Committee by the Board recommending adoption.)**

At its meeting on February 29, 2012, a request was made of the Office of the Sheriff by Supervisor Weishan that the Office of the Sheriff provide a report regarding where this equipment is currently located and what it costs to secure that equipment at that location. Additionally, a request was made of the Office of the Sheriff by Supervisor Dimitrijevic regarding where the money is coming from and specifically, where it was in the Sheriff's 2012 Budget.

The purpose of the Sheriff's Office seeking to lease this building space at the MKE Regional Business Park (former 440<sup>th</sup> Air Force Reserve Station) is effectiveness and efficiency as it relates to storage, maintenance and most importantly mobilization and response times for the citizens of Milwaukee County and customers outside of Milwaukee County.

This space will be used to consolidate Sheriff's Office equipment into one secure location that will be organized to facilitate faster mobilization. The Sheriff's Office will have the following services located at this property:

**Explosive Ordnance Disposal**

The Explosive Ordnance Disposal Unit has an extensive roster of equipment to include a large trailer, two response vehicles and an explosive disposal vessel. This equipment is stored at a hanger at Timmerman Field. This location is not an optimal one for response.

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### **SWAT Team**

The SWAT Team has an extensive roster of equipment including multiple vehicles, two armored rescue vehicles and equipment trailer. This equipment is spread out throughout CAMD that is not an optimal location. Additional equipment is kept in storage rooms in the Safety Building. This location is not optimal and slows down mobilization, particularly during a critical incident.

### **Mounted Unit**

There is currently no valid location for this equipment, which includes a tow vehicle and large horse trailer. This equipment is stored outdoors at CAMD and is susceptible to damage/theft.

### **Honor Guard**

The honor guard equipment, such as flags, ceremony rifles, etc is located in rooms currently in the Safety Building.

### **EOD K9 Unit**

The EOD K9 Unit is using office space in the Airport Division area at GMIA. This space is limited and providing them office space within the 440<sup>th</sup> building would allow them to remain on the airport grounds and free up Airport Division space that is needed without needing to expand.

### **Dive/Rescue Unit**

This equipment is stored inside a response vehicle, which is kept at CAMD.

### **Community Relations Vehicles**

The vehicles are in high demand within the community and are currently stored in the CJF sally port. This space could be freed up to provide additional parking for law enforcement bringing in arrests and/or DPW for storage of equipment such as plow trucks or other snow removal equipment, etc.

### **Boat Patrol**

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Emergency management equipment is located at CAMD and a designated location in Wauwatosa. This is an outdoor site and supplies needed are sensitive to weather. Therefore, equipment must be ordered at the last minute and stored in other location and load before response so we don't risk having equipment stolen. This system is not optimal and having it stored in a secure building would allow EM to have equipment readily on hand and loaded for immediate response. Part of their equipment also includes a Mobile Command post for large-scale emergencies, which is located in CAMD. The key to emergency response preparedness is to have all of the equipment centrally located accessible to freeway system and in secured in environmentally controlled building. The 2010 flood and other nature disasters throughout the country demonstrate the need to have supplies on hand in advance and ready for immediate deployment to best serve the public.

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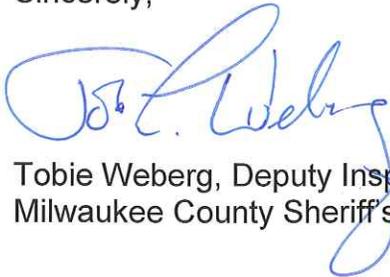
### **Costs**

The lease agreement has an annual cost of \$34,542. The cross charges associated with storage at CAMD currently for these units total \$7,278.00. Additionally, Emergency Management has the ability to obtain Federal monies totaling up to \$37,596 annually or \$3,133 per month in funding for storage for the COAD trailer and Mobile Command Post. This represents a savings of \$3,054.

### **Summary**

The building on at MKE Regional Business Park provides a centralized space for the consolidation of all of these Sheriff's Office Units/Services. This location provides a higher level of security that is manned by private security 24 hours per day as well as being within patrol area of the Airport Division of the Sheriff's Office, which will provide an additional layer of security for this equipment. The centralization of this equipment will provide the ability to mobilize these emergency services more quickly as well as being close to freeway infrastructure to provide a much higher level of service for the citizens of Milwaukee County and within our region due to these improved efficiencies. This move will also free up much needed space at CAMD, where equipment storage needs have outgrown CAMD. Relocating this equipment would free up a significant amount of space for other needs. As it relates to where the costs for this lease and where the monies will come from, there will be a potential savings of up to \$3,054 by moving the above units/equipment to the MKE Regional Business Park.

Sincerely,



Tobie Weberg, Deputy Inspector  
Milwaukee County Sheriff's Office

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12-1-11 TPW

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**Referred**

**JAN - 9 2012**

County Board  
Chairman

**DATE:** December 20, 2011

**TO:** Lee Holloway, Chairman County Board of Supervisors  
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit committee

**FROM:** Frank Busalacchi, Acting Director of Transportation

**SUBJECT:** **BUILDING AND PARKING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AIRPORT DIVISION AND MILWAUKEE COUNTY SHERIFF DEPARTMENT**

**POLICY**

County Board approval is required for Milwaukee County Airport Division to enter into a building and parking lease agreement with Milwaukee County Sheriff Department for a garage and storage building at Milwaukee County's MKE Regional Business Park (the former 440<sup>th</sup> Air Reserve Station) at General Mitchell International Airport (GMIA).

**BACKGROUND**

The Milwaukee County Sheriff Department is in need of a building to house their Explosive Ordinance Disposal equipment (EOD) and SWAT equipment as well as their Command Post in a central location.

Their intent is to consolidate all of their storage of emergency operation vehicles in one location. The vehicle maintenance shop (building 104) at Milwaukee County's MKE Regional Business Park accommodates the Milwaukee County Sheriff Department's request.

**RECOMMENDATION**

Airport staff recommends that Milwaukee County Airport Division enter into a lease agreement with Milwaukee County Sheriff Department, effective February 1, 2012, for the lease of 7,676 square feet of vehicle maintenance facility (building 104) and approximately 20 paved parking spaces at Milwaukee County's MKE Regional Business Park, under standard terms and conditions for County-owned land and building space, inclusive of the following:

1. The term of the triple net lease agreement shall be for three (3) years, effective February 1, 2012, and ending January 31, 2015, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment, or any other material identified will be inventoried in the office building and made available to Milwaukee County Sheriff Department at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 7,676 square feet of space in the building will be established at: \$4.50/sq. ft. for an approximate total of \$34,542 per year. An option to extend the lease term for an additional two years shall be at the fair market value lease rate to be determined.

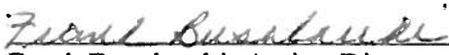
4. Approximately twenty (20) paved parking spaces will be provided at no charge for the duration of the lease.
5. The lease agreement shall contain the current standard insurance and environmental language for similar agreements. Under these terms of this triple net lease agreement the Milwaukee County Sheriff Department will be responsible for the cost of insurance, utilities and common area maintenance charges.

**FISCAL NOTE**

Rental revenues will be approximately \$34,542 for the first year of the agreement.

Prepared by: Ted J. Torcivia, Airport Business Manager

Approved by:

  
\_\_\_\_\_  
Frank Busalacchi, Acting Director  
of Transportation

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

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(ITEM ) From the Acting Director, Department of Transportation, and the Airport Director, requesting authorization to enter into a lease agreement with the Milwaukee County Sheriff's Department, effective February 1, 2012, for the lease of approximately 7,676 square feet of vehicle maintenance shop space (Building 104) and approximately twenty (20) paved parking spaces at Milwaukee County's MKE Regional Business Park (the former 440th Air Force Reserve Station), by recommending adoption of the following:

*FEB 02 2012  
Sup Jurat  
referred back  
to TPWT  
Committee  
VV*

**A RESOLUTION**

WHEREAS, the Milwaukee County Sheriff's Department is in need of a building to house their Explosive Ordinance Disposal equipment (EOD) and Special Weapons and Tactics (SWAT) equipment as well as their Command Post in a central location; and

WHEREAS, the Milwaukee County Sheriff's Department's intent is to consolidate all of their storage of emergency operation vehicles in one location, and the vehicle maintenance shop (Building 104) at Milwaukee County's MKE Regional Business Park accommodates the Milwaukee County Sheriff's Department's request; now, therefore,

BE IT RESOLVED, that the Director of the Department of Transportation and the Airport Director are hereby authorized to enter into a lease agreement with the Milwaukee County Sheriff's Department, effective February 1, 2012, for the lease of: approximately 7,676 square feet of vehicle maintenance shop space (Building 104) and approximately twenty (20) paved parking spaces at Milwaukee County's MKE Regional Business Park, under the following terms and conditions:

1. The term of the triple net lease agreement shall be for three (3) years, effective February 1, 2011, and ending January 31, 2015, with one (1) two-year mutual renewal option.
2. Any furniture, office equipment or any other material identified will be inventoried in the office building and made available to the Milwaukee County Sheriff's Department at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 7,676 square feet of space in the building will be established at: \$4.50/sq. ft. for an approximate total of \$34,542 per year, and an option to extend the lease term for an additional two (2) years shall be at the fair market value lease rate to be determined.
4. Approximately twenty (20) paved parking spaces will be provided at no charge for the duration of the lease.
5. The lease agreement shall contain the current standard insurance and environmental language for similar agreements, and under these terms of this triple net lease

*K. Kriber*  
**APPROVED AS TO FORM**  
**CORPORATION COUNSEL**

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agreement, the Milwaukee County Sheriff's Department will be responsible for the cost of insurance, utilities, and common area maintenance charges.

jlw  
01/05/2011  
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**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** December 20, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: BUILDING AND PARKING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AIRPORT DIVISION AND MILWAUKEE COUNTY SHERIFF DEPARTMENT**

**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	\$34,542.00	\$34,542.00
	Revenue	\$34,542.00	\$34,542.00
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0



**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 14, 2012

**TO:** Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors  
Supervisor Michael Mayo, Sr., Chairperson, TPW&T Committee

**FROM:** Frank Busalacchi, Director Department of Transportation

**SUBJECT:** **RENEWAL HANGAR LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY  
AND JEFF BALES**

**POLICY**

County Board approval is required for Milwaukee County to enter into long-term lease agreements with tenants at General Mitchell International Airport (GMIA).

**BACKGROUND**

On August 15, 2003, Milwaukee County entered into Airport Agreement No. HP-1391 with Jeff Bales for the lease of land on which to operate and maintain an aircraft hangar at GMIA. The initial term of the agreement was for five (5) years beginning July 1, 2003, and ending June 30, 2008, with an option to renew for one (1) additional term of five (5) years. Jeff Bales subsequently exercised the five-year renewal option. This agreement will expire on June 30, 2013.

From a letter dated April 19, 2012, Jeff Bales is now requesting to enter into a renewal agreement for a term of five (5) years commencing July 1, 2013, and ending June 30, 2018, with one (1) additional five (5) year renewal option for the lease of the land on which the hangar is located.

**RECOMMENDATION**

Airport staff recommends that Milwaukee County enter into a renewal agreement with Jeff Bales for the lease of approximately 3,536 square feet of land on which the hangar is located. Standard terms and conditions for similar land lease agreements shall apply, inclusive of the following:

1. The renewal term shall be five (5) years, effective July 1, 2013, and ending June 30, 2018, with the Lessee having the option to renew the agreement an additional term of five (5) years upon the same terms and conditions; provided that such option to renew shall be exercised by the Lessee in writing to the Lessor not less than sixty (60) days prior to the expiration of said lease or renewal thereof.
2. Rental for the 3,536 square feet of land at the then current land rental rate per square foot per annum, subject to adjustment each July 1 based on the increase or decrease in the Consumer Price Index (All Urban Consumers) for the Milwaukee area, which is computed by comparing the then-current January index with the index of the preceding January.

3. The agreement shall contain the current standard insurance and environmental language for similar hangar land lease agreements.

**FISCAL NOTE**

Current airport land rent for this hangar plat is \$850.76. Land rental revenue will be adjusted to the then current fair market rental value for the first year of the new agreement.

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

Approved by:

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Frank Busalacchi, Director  
Department of Transportation

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C. Barry Bateman  
Airport Director

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(ITEM ) From the Director of Transportation, recommending that Milwaukee County approve to enter into a renewal hangar lease agreement between Milwaukee County and Jeff Bales at General Mitchell International Airport (GMIA) through adoption of the following:

**RESOLUTION**

WHEREAS, on August 15, 2003, Milwaukee County entered into Airport Agreement No. HP-1391 with Jeff Bales for the lease of land on which to operating and maintaining an aircraft hangar at GMIA. The initial term of the agreement was for five (5) years beginning July 1, 2003, and ending June 30, 2008, with an option to renew for one (1) additional term of five (5) years with an expiration date of June 30, 2013

WHEREAS, Jeff Bales subsequently exercised the five-year renewal option; and

WHEREAS, Per a letter dated April 19, 2012, Jeff Bales is now requesting to enter into a renewal agreement for a term of five (5) years commencing July 1, 2013, and ending June 30, 2018, with one (1) additional five (5) year renewal option for the lease of the land on which the hangar is located; and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting of June 13, 2012, recommended that Milwaukee County enter into a renewal agreement with Jeff Bales for the lease of approximately 3,536 square feet of land on which the hangar is located under standard terms and conditions for similar land lease agreements at General Mitchell International Airport (vote \_\_\_\_\_), now, therefore,

BE IT RESOLVED, that Milwaukee County hereby approves the entrance into a renewal agreement with Jeff Bales for the lease of approximately 3,536 square feet of land on which the hangar is located under standard terms and conditions for similar land lease agreements at General Mitchell International Airport

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** May 14, 2012

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: RENEWAL HANGAR LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AND JEFF BALES**

**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.

**Current airport rent is \$850.76. Land rental revenue will be adjusted to the then current fair market rental value for the first year of the agreement.**

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

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

Did DAS-Fiscal Staff Review?  Yes  No

Reviewed by:

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

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 14, 2012

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

**FROM:** Frank Busalacchi, Director, Department of Transportation

**SUBJECT: EXHIBIT POLICY AT AIRPORT**

**POLICY**

Informational only.

**BACKGROUND**

Milwaukee County's General Mitchell International Airport staff receive numerous requests for placement of exhibits, brochures, newspapers and other promotional and/or informational items in the terminal building. An informal exhibit process has worked well for many years, but with an increased number of requests for exhibit space, the Committee has asked to review the policy.

Many of the requests received by the Airport are from for-profit companies, and these requests are forwarded to the Airport's advertising concessionaire or concession tenant as appropriate.

For the non-profit requests, staff evaluate each on a case-by-case basis, in accordance with criteria outlined in the attached policy, and issue an approval or denial.

Permanent exhibits must be proposed in detail in writing to the Airport Director, and are subject to approval by the County Executive and County Board.

The attached policy applies to only temporary, short-term exhibits in the Airport.

**RECOMMENDATION**

This report is for informational purposes.

Prepared by: Pat Rowe, Marketing & Public Relations Manager

Approved by:

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Frank Busalacchi, Director  
Department of Transportation

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C. Barry Bateman  
Airport Director

Cc: Marina Dimitrijevic, Chairwoman, Board of Supervisors

**MILWAUKEE COUNTY'S GENERAL MITCHELL INTERNATIONAL AIRPORT  
EXHIBIT POLICY**

**TEMPORARY / SHORT TERM EXHIBITS**

**PURPOSE**

From time to time, the Airport receives requests from community groups or organizations to place an exhibit in the Airport.

**DEFINITION**

A temporary, short-term exhibit has a duration of three weeks or less.

**APPROPRIATENESS**

The Airport serves passengers traveling by air, as well as those passengers' family and friends who accompany them in the concessions areas.

Persons of all ages, races, creeds and gender use the Airport for their travel needs or for meeting and greeting family and friends. Therefore, each proposed exhibit will be reviewed in advance in detail by Airport staff to determine that:

1. the topic is of general interest to enough Airport visitors that allotting space for the exhibit is warranted, and
2. the exhibit does not contain moral, ethical or legal elements not in keeping with a family-friendly, non-offensive environment.

The Airport reserves the right to deny exhibit space to those proposing to display content deemed potentially offensive to the general public by Airport staff, or to direct the removal of any element of an exhibit that is potentially offensive.

**SIZE**

Airport staff will review height, width and depth of the proposed exhibit to make sure it does not impede passengers' ability to view directional signage and concessions or storefronts, nor does it impede passenger flow in a walkway.

**EXHIBIT BASE**

If an exhibit is approved, exhibitor must provide all mounting platforms, boards, display units, etc. The Airport does not provide any type of fixtures for exhibits. If electricity is needed, the exhibit can be located near an electrical outlet provided one is available in a location that is appropriate for the exhibit.

**SET-UP & TAKE-DOWN**

Vehicles transporting small, lightweight exhibit items may be parked on the 3<sup>rd</sup> floor of the parking structure and the items brought into the Airport via the skywalk. Tall transport vehicles carrying larger exhibit items will need to park at the Airport's loading dock on the north end of the Ticketing lobby and delivery personnel will need to be assisted by an Airport staff member to move the items via the freight elevator.

### ACCESS

Exhibitors must understand that the Airport is a public building open 24 hours a day, 7 days a week, 365 days a year, and that there is no security promised for their exhibit. Exhibitors bear the full risk that their exhibit or items from the exhibit, may be damaged or stolen. The Airport is not responsible for repair, replacement or reimbursement for any damage, loss or theft of any exhibit element.

### FEES

Since these exhibits are non-profit and of community interest, and not commercial, no fee will be charged by the Airport to use the space. However, the Exhibitor may be asked to cover any costs incurred by County employees who must assist with the exhibit (secure-side escort, special electrical runs, maintenance, etc.).

### INSURANCE

The exhibiting organization must provide a certificate of insurance naming Milwaukee County as Additional Insured prior to bringing in the exhibit. An Airport staff member will inform the Exhibitor of the current coverage requirements on the insurance certificate. The Airport reserves the right to deny approval of any exhibit that would compromise public safety.

### PARKING

Parking during set-up, take-down and any other time is the responsibility of the Exhibitor. All Airport parking rules and regulations must be followed.

### SOLICITATION

No monetary solicitation is permitted as part of the exhibit or by the Exhibitor.

### NOTIFICATIONS

The staff member who approves the exhibit will notify County Airport staff, Airport Sheriffs and TSA about the upcoming exhibit, including set-up and take-down dates.

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** May 14, 2012

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

**FROM:** Frank Busalacchi, Director, Department of Transportation

**SUBJECT:** **CLOSED SESSION-AIR SERVICE CHANGES AT GENERAL MITCHELL INTERNATIONAL AIRPORT**

Pursuant to Wisconsin Statutes Section 19.85 (1)(e) and (h)(i), the Committee may adjourn into closed session for the purpose of discussing the following matter(s). At the conclusion of the closed session, the Committee may reconvene in open session to take whatever actions it may deem necessary.

**POLICY**

Informational only.

**BACKGROUND**

The Airport Director will make a presentation on air services changes and competition issues at General Mitchell International Airport.

Prepared by: C. Barry Bateman, Airport Director

Approved by:

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Frank Busalacchi, Director  
Department of Transportation

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C. Barry Bateman  
Airport Director

Cc: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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