

MILWAUKEE COUNTY
Inter-Office Memorandum

DATE: May 23, 2013

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

FROM: Brian Dranzik, Director
Department of Transportation

SUBJECT: **Public Hearing – Proposed 2013 Program of Transit Projects**
Opening Statement by the Committee Chairman

As required by the Federal Transit Administration, the Transportation, Public Works and Transit Committee will now conduct a public hearing on the subject of Milwaukee County's Proposed 2013 Program of Federally-Assisted Transit Projects.

The program consists of eight projects as described on the attachment. Financial assistance for the eight projects will be requested under Section 5307 of the Federal Transit Act, as amended.

Persons wishing to speak here today on these projects should fill out a witness identification card and return it to the clerk.

Prepared by: Steve Nigh, Transportation Business Manager

Approved by:

Brian Dranzik, Director
Department of Transportation
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NOTICE OF PUBLIC HEARING
FOR A PROPOSED 2013 PROGRAM OF
FEDERALLY-ASSISTED TRANSIT PROJECTS
BY MILWAUKEE COUNTY, WISCONSIN

Notice is hereby given that a public hearing will be held by the Transportation, Public Works and Transit Committee of the Milwaukee County Board of Supervisors on June 5, 2013 at 9:00 a.m. in County Board Committee Room 201-B in the Courthouse, 901 North 9th Street, Milwaukee, Wisconsin; for the purpose of considering a proposed program of transit projects for which federal funding assistance, pursuant to Section 5307 of the Federal Transit Act, as amended, is being sought, generally described as follows:

FEDERAL FUNDING ASSISTANCE AVAILABLE

2013 Apportionment to the Milwaukee Urbanized Area	\$19,403,672
2013 Capital Assistance Available to Washington County	(315,308)
2013 Capital Assistance Available to Ozaukee County	(480,726)
2013 Capital Assistance Available to Waukesha County	(513,955)
2013 Capital Assistance Available to Waukesha Metro	<u>(513,955)</u>
2013 Allocation of Apportionment Available to Milwaukee County	\$17,579,728
Unobligated Balance of Milwaukee County Carryover Funds	<u>0</u>
Total Federal Section 5307 Funds Available to Milwaukee County	\$17,579,728

PROPOSED 2013 PROGRAM OF TRANSIT PROJECTS FOR MILWAUKEE COUNTY

<u>Project Description</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total</u>
(1) Miscellaneous Data Processing and Support Equipment	\$122,000	\$488,000	\$610,000
(2) Real-Time Passenger Information Software	\$60,000	\$240,000	\$300,000
(3) Tire Leasing Services	\$98,000	\$392,000	\$490,000
(4) Protective Bus Driver Shields	\$149,000	\$596,000	\$745,000
(5) Underground Storage Tank Removal at the MCTS Fleet Maintenance Facility	\$55,000	\$220,000	\$275,000
(6) Replacement of Roof Flashings at the MCTS Fleet Maintenance Facility	\$24,000	\$96,000	\$120,000
(7) Capital Cost of Contracting for Paratransit Services	\$462,500	\$1,850,000	\$2,312,500
(8) Capitalized Vehicle Maintenance Activities	<u>\$3,000,000</u>	<u>\$12,000,000</u>	<u>\$15,000,000</u>
TOTALS	\$3,970,500	\$15,882,000	\$19,852,500

At the public hearing, Milwaukee County will afford an opportunity for interested persons or agencies to be heard with respect to the social, environmental, and economic aspects of the projects being proposed. Interested persons may submit oral or written evidence or recommendations with respect to said projects. Written materials may also be submitted to the Milwaukee County Department of Transportation - Administration Division, Suite 300, Milwaukee County-City Campus, 2711 West Wells Street, Milwaukee, Wisconsin 53208 before the date of the hearing.

Detailed information on the projects being proposed is currently available for public inspection in the Milwaukee County Department of Transportation, Suite 300, Milwaukee County-City Campus, 2711 West Wells Street.

If there are no changes to the Proposed Program of Transit Projects, notice is hereby given that the preceding Proposed Program will serve as Milwaukee County's 2013 Program of Federally-Assisted Transit Projects.

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**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: May 13, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Title VI Requirements

POLICY

Title VI of the Civil Rights Act of 1964 states: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

In accordance with Federal Transit Administration’s Title VI Circular 4702.1B, all federal grant recipients are required to set system-wide standards and policies. Transit providers that operate 50 or more fixed route vehicles in peak service and are located in an urbanized area of 200,000 or more population have additional requirements including collecting and reporting customer demographic data, evaluating service and fare equity changes and monitoring transit service. Non-compliance with Title VI can cause federal funding to be conditioned or withheld.

BACKGROUND

Milwaukee County’s current Title VI Program for public transit service is a three-year plan which expires August, 2014. Since the last program submission, the Federal Transit Administration (FTA) has issued new primary requirements for recipients’ Title VI Program. The new requirements center on ensuring meaningful opportunities for the public to be involved in decision-making without regard to race, color or national origin, including populations with Limited English Proficiency (LEP).

Among the new requirements, recipients are to perform the following:

- Develop a formal Public Participation Plan.
- Involve meaningful public input on policy definitions for “major service change”, “disparate impact” and “disproportionate burden”.
- Perform an Equity Analyses of major service changes and all fare changes to determine whether adverse impact is present prior to County Board’s adoption of such changes.
- Include in the Plan tables depicting the racial break-down of the membership of non-elected committees (TSAC & TPAC).

SUMMARY

MCTS staff is in the process of developing the public participation plan, as required per FTA regulations. In conjunction with the plan, staff is developing outreach efforts specific to the policy definitions noted on the previous page. These policy definitions are a critical first step towards conducting meaningful and appropriate service and fare equity analysis. It is important to note that the implementation of the new Title VI requirements is an evolving process. With each year, the previous year's activities will be built upon and refined.

MCTS anticipates two public outreach meetings will take place by fall of this year. The format of the meetings will involve poster presentations, question/answer by MCTS staff and language interpretation service. The meetings will include an educational component on the policy definitions being sought. The educational component will be accompanied by surveys designed to allow the public to select responses that are reflective of their interests and needs as they relate to public transit.

After public comments have been obtained from the initial outreach efforts, MCTS will evaluate the feedback and determine what additional action is needed in order to ensure continual meaningful public input.

RECOMMENDATION

This report is informational only.

Prepared by: Mike Giugno, Managing Director, MCTS
Sandra Kellner, Chief Operating Officer, MCTS

Approved by:

Brian Dranzik
Director, Department of Transportation

cc: Chris Abele, Milwaukee County Executive
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Amber Moreen, Chief of Staff, Milwaukee County Executive Office
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive Office
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Interim Fiscal and Budget Administrator, Department of Administrative Services
Antionette Thomas-Bailey, Fiscal and Budget Analyst, Department of Administrative Services

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: May 9, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **INTEGRATION AND TERMINATION OF AGREEMENTS BETWEEN MILWAUKEE COUNTY AND SOUTHWEST AIRLINES CO. AND BETWEEN MILWAUKEE COUNTY AND AIRTRAN AIRWAYS, INC. DUE TO THE MERGER OF SOUTHWEST AIRLINES CO. AND AIRTRAN AIRWAYS, INC.**

POLICY

Section 1401 of Milwaukee County's Airline-Airport Use and Lease Agreement states that an airline shall not, directly or indirectly, assign, sell, hypothecate or otherwise transfer the Agreement, or any portion of Airline Premises, without the prior written consent of Milwaukee County, which may be given only by or pursuant to a resolution adopted by the County Board of Supervisors, provided that the foregoing shall not prevent the assignment of this Agreement to any corporation with which Airline may merge or consolidate.

Section 11 of Milwaukee County's Hydrant Fuel System Lease Agreement states that a Participating Airline shall not at any time assign the agreement or any part thereof without the prior written approval of the Milwaukee County Board of Supervisors, provided that the foregoing shall not prevent the assignment of this Agreement without change in any of its provisions to any corporation with which a Participating Airline may merge or consolidate, or which may succeed to the business of the Participating Airline.

BACKGROUND

On December 22, 2010, Milwaukee County executed an Airline-Airport Use and Lease Agreement with AirTran Airways, Inc (AirTran).

On December 5, 2003, Milwaukee County executed a Hydrant Fuel System Lease Agreement with AirTran.

On March 24, 2011, Milwaukee County executed an Airline-Airport Use and Lease Agreement with Southwest Airlines Co. (Southwest).

On May 11, 2010, Milwaukee County executed a Hydrant Fuel System Lease Agreement with Southwest.

Southwest closed on the acquisition of AirTran Holdings, Inc., the parent company of AirTran on May 2, 2011, and operated the two airlines separately in accordance with each respective Air Carrier Certificate issued by the Federal Aviation Administration. AirTran operated out of eight gates located on Concourse C while Southwest operated out of two gates located on Concourse D within the terminal building at General Mitchell

International Airport.

Southwest developed a plan for integration of the two air carriers and co-located the operations of Southwest and AirTran on Concourse C. The spaces leased on a signatory basis currently remain under the two airline-airport use and lease agreements as well as under the two hydrant fuel system lease agreements.

Southwest is ready, willing, and able to assume all obligations of AirTran and has requested that all of the obligations of AirTran be assigned to Southwest's agreements effective July 1, 2013. Southwest has further requested the termination of AirTran agreements in order to achieve administrative efficiencies.

RECOMMENDATIONS

Airport staff recommends the following:

- The Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2082) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations contained under the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
- Milwaukee County terminate the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
- The Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-2014) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations provisions under the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1389) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
- Milwaukee County terminate the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1389) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.

FISCAL NOTE

Southwest Airlines Co. will continue to fulfill the signatory requirements currently assigned under the four agreements; therefore, there is no fiscal impact to the Airport Division or to Milwaukee County as a result of the assignment and further termination of AirTran's agreements.

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

Chairwoman Marina Dimitrijevic
Supervisor Michael Mayo, Sr.
May 9, 2013
Page 3

Approved by:

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

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(ITEM) From the Director, Department of Transportation, requesting authorization to amend agreements between Milwaukee County and Southwest Airlines Co. and to terminate agreements between Milwaukee County and Airtran Airways, Inc. due to the integration of Southwest Airlines Co. and Airtran Airways, Inc.

A RESOLUTION

WHEREAS, on December 22, 2010, Milwaukee County executed an Airline-Airport Use and Lease Agreement with AirTran Airways, Inc. (AirTran); and

WHEREAS, on December 5, 2003, Milwaukee County executed a Hydrant Fuel System Lease Agreement with AirTran; and

WHEREAS, On March 24, 2011, Milwaukee County executed an Airline-Airport Use and Lease Agreement with Southwest Airlines Co. (Southwest); and

WHEREAS, On May 11, 2010, Milwaukee County executed a Hydrant Fuel System Lease Agreement with Southwest; and

WHEREAS, Southwest closed on the acquisition of AirTran Holdings, Inc., the parent company of AirTran on May 2, 2011, and operated the two airlines separately in accordance with each respective Air Carrier Certificate issued by the Federal Aviation Administration. AirTran operated out of eight gates located on Concourse C while Southwest operated out of two gates located on Concourse D within the terminal building at General Mitchell International Airport; and

WHEREAS, Southwest developed a plan for integration of the two air carriers and co-located the operations of Southwest and AirTran on Concourse C. The spaces leased on a signatory basis currently remain under the two airline-airport use and lease agreements as well as under the two hydrant fuel system lease agreements; and

WHEREAS, Southwest is ready, willing, and able to assume all obligations of AirTran and has requested that all of the obligations of AirTran be assigned to Southwest's agreements effective July 1, 2013. Southwest has further requested the termination of AirTran agreements in order to achieve administrative efficiencies; and

WHEREAS, Airport staff recommended that the Director, Department of Transportation and County Clerk be authorized to amend agreements between Milwaukee County and Southwest Airlines Co. and to terminate agreements between Milwaukee County and Airtran Airways, Inc. due to the integration of Southwest Airlines Co. and Airtran Airways, Inc., inclusive of the following:

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1. The Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2082) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations contained under the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
2. Milwaukee County terminate the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
3. The Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-2014) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations provisions under the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1389) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
4. Milwaukee County terminate the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1389) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.; and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting on June 5, 2013, recommended approval (vote) the Director, Department of Transportation and County Clerk be authorized to amend agreements between Milwaukee County and Southwest Airlines Co. and to terminate agreements between Milwaukee County and Airtran Airways, Inc. due to the integration of Southwest Airlines Co. and Airtran Airways, Inc., inclusive of the following:

1. The Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2082) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations contained under the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
2. Milwaukee County terminate the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2032) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.
3. The Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-2014) between Milwaukee County and Southwest Airlines Co. be amended to include all of the obligations provisions under the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1389) between Milwaukee County and AirTran Airways, Inc., effective July 1, 2013.

101 4. Milwaukee County terminate the Hydrant Fuel System Lease
102 Agreement (Airport Agreement No. AC-1389) between Milwaukee
103 County and AirTran Airways, Inc., effective July 1, 2013., now,
104 therefore,
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106 BE IT RESOLVED, the Director, Department of Transportation and County
107 Clerk are hereby authorized to amend agreements between Milwaukee County
108 and Southwest Airlines Co. and to terminate agreements between Milwaukee
109 County and Airtran Airways, Inc. due to the integration of Southwest Airlines Co.
110 and Airtran Airways, Inc., inclusive of the following:
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112 1. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
113 AC-2082) between Milwaukee County and Southwest Airlines Co. be
114 amended to include all of the obligations contained under the Airline-
115 Airport Use and Lease Agreement (Airport Agreement No. AC-2032)
116 between Milwaukee County and AirTran Airways, Inc., effective July 1,
117 2013.
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119 2. Milwaukee County terminate the Airline-Airport Use and Lease
120 Agreement (Airport Agreement No. AC-2032) between Milwaukee
121 County and AirTran Airways, Inc., effective July 1, 2013.
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123 3. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
124 AC-2014) between Milwaukee County and Southwest Airlines Co. be
125 amended to include all of the obligations provisions under the Hydrant
126 Fuel System Lease Agreement (Airport Agreement No. AC-1389)
127 between Milwaukee County and AirTran Airways, Inc., effective July 1,
128 2013.
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130 4. Milwaukee County terminate the Hydrant Fuel System Lease
131 Agreement (Airport Agreement No. AC-1389) between Milwaukee
132 County and AirTran Airways, Inc., effective July 1, 2013.
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/9/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: INTEGRATION AND TERMINATION OF AGREEMENTS BETWEEN MILWAUKEE COUNTY AND SOUTHWEST AIRLINES CO. AND BETWEEN MILWAUKEE COUNTY AND AIRTRAN AIRWAYS, INC. DUE TO THE INTEGRATION OF SOUTHWEST AIRLINES, CO. AND AIRTRAN AIRWAYS, INC.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Southwest Airlines Co. will continue to fulfill the signatory requirements currently assigned under the four agreements; therefore, there is no fiscal impact to the Airport Division or to Milwaukee County as a result of the assignment and further termination of AirTran’s agreements.

Department/Prepared By Steven A. Wright, A.A.E. - Airport Properties Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: May 9, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **INTEGRATION, TERMINATION, AND ASSIGNMENT OF AGREEMENTS BETWEEN MILWAUKEE COUNTY AND CONTINENTAL AIRLINES, INC., AND BETWEEN MILWAUKEE COUNTY AND SKYWEST AIRLINES, INC., DUE TO THE MERGER OF UNITED AIRLINES, INC. AND CONTINENTAL AIRLINES, INC.**

POLICY

Section 1401 of Milwaukee County's Airline-Airport Use and Lease Agreement states that an airline shall not, directly or indirectly, assign, sell, hypothecate or otherwise transfer the Agreement, or any portion of Airline Premises, without the prior written consent of Milwaukee County, which may be given only by or pursuant to a resolution adopted by the County Board of Supervisors, provided that the foregoing shall not prevent the assignment of this Agreement to any corporation with which Airline may merge or consolidate.

Section 11 of Milwaukee County's Hydrant Fuel System Lease Agreement states that a Participating Airline shall not at any time assign the agreement or any part thereof without the prior written approval of the Milwaukee County Board of Supervisors, provided that the foregoing shall not prevent the assignment of this Agreement without change in any of its provisions to any corporation with which a Participating Airline may merge or consolidate, or which may succeed to the business of the Participating Airline.

BACKGROUND

On January 12, 2011, Milwaukee County entered into an Airline-Airport Use and Lease Agreement with Continental Airlines, Inc (Continental).

On June 19, 1992, Milwaukee County entered into a Hydrant Fuel System Lease Agreement with Continental. The agreement was later assigned to Continental's affiliate, ExpressJet Airlines, Inc.

On January 20, 2011, Milwaukee County entered into an Airline-Airport Use and Lease Agreement with SkyWest Airlines, Inc. (SkyWest). SkyWest occupied the leased premises on behalf of United Airlines, Inc. (United); SkyWest occupied the leased premises through its operation as United Express.

On April 1, 2007, Milwaukee County entered into a Hydrant Fuel System Lease Agreement with SkyWest.

United's acquisition of Continental Airlines, Inc. closed on October 1, 2010, and United Continental Holdings, Inc. operated the two airlines separately in accordance with each respective Air Carrier Certificate issued by the Federal Aviation Administration. Continental operated out of one signatory gate and one non-signatory gate located on Concourse E while United, through its affiliate SkyWest, operated out of two signatory gates located on Concourse C within the terminal building at General Mitchell International Airport.

United developed a plan for integration of the two air carriers and co-located the operations of United, through its affiliate SkyWest, and Continental on Concourse E. The spaces leased on a signatory basis currently remain under the two airline-airport use and lease agreements as well as under the two hydrant fuel system lease agreements.

United is ready, willing, and able to assume all obligations of SkyWest and Continental and has requested that all of the obligations of SkyWest and Continental be assigned to the Continental agreements effective April 1, 2013, and that the Continental lease be assigned to "United Airlines, Inc." United, through its agreement with SkyWest, has further requested the termination of SkyWest's Airline-Airport Use and Lease Agreement as well as SkyWest's Hydrant Fuel System Lease Agreement in order to achieve administrative efficiencies.

RECOMMENDATIONS

Airport staff recommends the following:

- The Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2034) between Milwaukee County and Continental Airlines, Inc. be amended to include all of the obligations contained under the Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2060) between Milwaukee County and SkyWest Airlines, Inc., effective April 1, 2013.
- Milwaukee County terminate the Airline-Airport Use and Lease Agreement (Airport Agreement AC-2060) between Milwaukee County and SkyWest Airlines, Inc., effective April 1, 2013.
- The Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1102) between Milwaukee County and Continental Airlines, Inc. as assigned to ExpressJet Airlines, Inc. be amended to include all of the obligations and provisions under the Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1854) between Milwaukee County and SkyWest Airlines, Inc., effective April 1, 2013.
- Milwaukee County terminate the Hydrant Fuel System Lease Agreement (Airport Agreement AC-1854) between Milwaukee County and SkyWest Airlines, Inc., effective April 1, 2013.

Chairwoman Marina Dimitrijevic
Supervisor Michael Mayo, Sr.
May 9, 2013
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- The Airline-Airport Use and Lease Agreement (Airport Agreement No. AC-2034) between Milwaukee County and Continental Airlines, Inc. be assigned to United Airlines, Inc., effective April 1, 2013.
- The Hydrant Fuel System Lease Agreement (Airport Agreement No. AC-1102) between Milwaukee County and Continental Airlines, Inc. as assigned to ExpressJet Airlines, Inc. be assigned to United Airlines, Inc., effective April 1, 2013.

FISCAL NOTE

United Airlines, Inc. will continue to fulfill the signatory requirements currently assigned under the four agreements; therefore, there is no fiscal impact to the Airport Division or to Milwaukee County as a result of the assignment and further termination of SkyWest's agreements.

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

Approved by:

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

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(ITEM) From the Director, Department of Transportation, requesting authorization to amend agreements between Milwaukee County and Continental Airlines Inc., to terminate agreements between Milwaukee County and SkyWest Airlines, Inc., and to assign agreements between Milwaukee County and Continental Airlines, Inc. to United Airlines, Inc. due to the integration of United Airlines, Inc. and Continental Airlines, Inc.

A RESOLUTION

WHEREAS, on January 12, 2011, Milwaukee County entered into an Airline-Airport Use and Lease Agreement with Continental Airlines, Inc (Continental); and

WHEREAS, on June 19, 1992, Milwaukee County entered into a Hydrant Fuel System Lease Agreement with Continental. The agreement was later assigned to Continental’s affiliate, ExpressJet Airlines, Inc; and

WHEREAS, on January 20, 2011, Milwaukee County entered into an Airline-Airport Use and Lease Agreement with SkyWest Airlines, Inc. (SkyWest); SkyWest occupied the leased premises through its operation as United Express; and

WHEREAS, on April 1, 2007, Milwaukee County entered into a Hydrant Fuel System Lease Agreement with SkyWest; and

WHEREAS, United’s acquisition of Continental Airlines, Inc. closed on October 1, 2010, and United Continental Holdings, Inc. operated the two airlines separately in accordance with each respective Air Carrier Certificate issued by the Federal Aviation Administration. Continental operated out of one signatory and one non-signatory gate located on Concourse E while United, through its affiliate SkyWest, operated out of two signatory gates located on Concourse C within the terminal building at General Mitchell International Airport; and

WHEREAS, United developed a plan for integration of the two air carriers and co-located the operations of United, through its affiliate SkyWest, and Continental on Concourse E. The spaces leased on a signatory basis currently remain under the two airline-airport use and lease agreements as well as under the two hydrant fuel system lease agreements; and

WHEREAS, United is ready, willing, and able to assume all obligations of SkyWest and Continental and has requested that all of the obligations of SkyWest and Continental be assigned to the Continental agreements effective April 1, 2013, and that the Continental lease be assigned to United Airlines, Inc.; and

50 WHEREAS, United, through its agreement with SkyWest, has further
51 requested the termination of SkyWest's Airline-Airport Use and Lease Agreement
52 as well as SkyWest's Hydrant Fuel System Lease Agreement in order to achieve
53 administrative efficiencies; and

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55 WHEREAS, Airport staff recommended that the Director, Department of
56 Transportation and County Clerk be authorized to amend agreements between
57 Milwaukee County and Continental Airlines Inc. and to terminate agreements
58 between Milwaukee County and SkyWest Airlines, Inc. due to the integration of
59 United Airlines, Inc. and Continental Airlines, Inc. inclusive of the following:

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61 1. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
62 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
63 amended to include all of the obligations contained under the Airline-
64 Airport Use and Lease Agreement (Airport Agreement No. AC-2060)
65 between Milwaukee County and SkyWest Airlines, Inc., effective April
66 1, 2013.

67

68 2. Milwaukee County terminate the Airline-Airport Use and Lease
69 Agreement (Airport Agreement AC-2060) between Milwaukee County
70 and SkyWest Airlines, Inc., effective April 1, 2013.

71

72 3. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
73 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
74 assigned to ExpressJet Airlines, Inc. be amended to include all of the
75 obligations and provisions under the Hydrant Fuel System Lease
76 Agreement (Airport Agreement No. AC-1854) between Milwaukee
77 County and SkyWest Airlines, Inc., effective April 1, 2013.

78

79 4. Milwaukee County terminate the Hydrant Fuel System Lease
80 Agreement (Airport Agreement AC-1854) between Milwaukee County
81 and SkyWest Airlines, Inc., effective April 1, 2013.

82

83 5. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
84 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
85 assigned to United Airlines, Inc., effective April 1, 2013.

86

87 6. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
88 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
89 assigned to ExpressJet Airlines, Inc. be assigned to United Airlines,
90 Inc., effective April 1, 2013.; and

91

92 WHEREAS, the Transportation, Public Works and Transit Committee, at
93 its meeting on June 5, 2013, recommended approval (vote) that the
94 Director, Department of Transportation and County Clerk be authorized to amend
95 agreements between Milwaukee County and Continental Airlines Inc. and to
96 terminate agreements between Milwaukee County and SkyWest Airlines, Inc.
97 due to the integration of United Airlines, Inc. and Continental Airlines, Inc.
98 inclusive of the following:

99

- 100 1. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
101 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
102 amended to include all of the obligations contained under the Airline-
103 Airport Use and Lease Agreement (Airport Agreement No. AC-2060)
104 between Milwaukee County and SkyWest Airlines, Inc., effective April
105 1, 2013.
106
- 107 2. Milwaukee County terminate the Airline-Airport Use and Lease
108 Agreement (Airport Agreement AC-2060) between Milwaukee County
109 and SkyWest Airlines, Inc., effective April 1, 2013.
110
- 111 3. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
112 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
113 assigned to ExpressJet Airlines, Inc. be amended to include all of the
114 obligations and provisions under the Hydrant Fuel System Lease
115 Agreement (Airport Agreement No. AC-1854) between Milwaukee
116 County and SkyWest Airlines, Inc., effective April 1, 2013.
117
- 118 4. Milwaukee County terminate the Hydrant Fuel System Lease
119 Agreement (Airport Agreement AC-1854) between Milwaukee County
120 and SkyWest Airlines, Inc., effective April 1, 2013.
121
- 122 5. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
123 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
124 assigned to United Airlines, Inc., effective April 1, 2013.
125
- 126 6. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
127 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
128 assigned to ExpressJet Airlines, Inc. be assigned to United Airlines,
129 Inc., effective April 1, 2013.; now, therefore
130
131

132 BE IT RESOLVED, that the Director, Department of Transportation and
133 the County Clerk are hereby authorized to amend agreements between
134 Milwaukee County and Continental Airlines Inc. and to terminate agreements
135 between Milwaukee County and SkyWest Airlines, Inc. due to the integration of
136 United Airlines, Inc. and Continental Airlines, Inc. inclusive of the following:
137

- 138 1. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
139 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
140 amended to include all of the obligations contained under the Airline-
141 Airport Use and Lease Agreement (Airport Agreement No. AC-2060)
142 between Milwaukee County and SkyWest Airlines, Inc., effective April
143 1, 2013.
144
- 145 2. Milwaukee County terminate the Airline-Airport Use and Lease
146 Agreement (Airport Agreement AC-2060) between Milwaukee County
147 and SkyWest Airlines, Inc., effective April 1, 2013.
148
- 149 3. The Hydrant Fuel System Lease Agreement (Airport Agreement No.

150 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
151 assigned to ExpressJet Airlines, Inc. be amended to include all of the
152 obligations and provisions under the Hydrant Fuel System Lease
153 Agreement (Airport Agreement No. AC-1854) between Milwaukee
154 County and SkyWest Airlines, Inc., effective April 1, 2013.

155
156 4. Milwaukee County terminate the Hydrant Fuel System Lease
157 Agreement (Airport Agreement AC-1854) between Milwaukee County
158 and SkyWest Airlines, Inc., effective April 1, 2013.

159
160 5. The Airline-Airport Use and Lease Agreement (Airport Agreement No.
161 AC-2034) between Milwaukee County and Continental Airlines, Inc. be
162 assigned to United Airlines, Inc., effective April 1, 2013.

163
164 6. The Hydrant Fuel System Lease Agreement (Airport Agreement No.
165 AC-1102) between Milwaukee County and Continental Airlines, Inc. as
166 assigned to ExpressJet Airlines, Inc. be assigned to United Airlines,
167 Inc., effective April 1, 2013.

168
169 H:\Private\Clerk Typist\Aa01\TPW&T 13\06 - June 13\RESOLUTION - United and Continental Integration.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/9/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: INTEGRATION, TERMINATION, AND ASSIGNMENT OF AGREEMENTS BETWEEN MILWAUKEE COUNTY AND CONTINENTAL AIRLINES, INC., AND BETWEEN MILWAUKEE COUNTY AND SKYWEST AIRLINES, INC., DUE TO THE MERGER OF UNITED AIRLINES, INC. AND CONTINENTAL AIRLINES, INC.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

United Airlines, Inc. will continue to fulfill the signatory requirements currently assigned under the four agreements; therefore, there is no fiscal impact to the Airport Division or to Milwaukee County as a result of the assignment and further termination of SkyWest's agreements.

Department/Prepared By Steven A. Wright, A.A.E. - Airport Properties Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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



Community Business Development Partners

MILWAUKEE COUNTY

NELSON SOLER • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: April 22, 2013

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

FROM: Nelson Soler, Director, Community Business Development Partners

SUBJECT: **DBE WAIVER REPORT FOR FEBRUARY & MARCH 2013**

DIRECTIVE

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

BACKGROUND

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

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register (49 CFR Parts 23 and 26), over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. As a certifying partner, Milwaukee County has the responsibility of verifying and maintaining the status of 411 of the 919 currently certified firms throughout the State, while processing all new applications.

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EMAIL cbdp@milwcnty.com • TELEPHONE (414) 278-5248 • FAX (414) 223-1958

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before forwarding the request on to the Director for determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

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

Total Contracted Dollars for Period	\$ 46,100,856.34
Total Contracted Dollars w/ Waiver Approval	\$ 4,453,807.76
Total Contracted Dollars w/o Waiver Approval	\$ 186,889.00
Percentage of Contracts Waived for Period	10.07%

RECOMMENDATION

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

Approved by:

Nelson Soler
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report February 2013

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

Milwaukee County Zoo	Oceans of Fun	Marine mammal show, animal training & consultation / Sea Lion Show	176,700.00	Specialized Service
Parks	Wheel & Sprocket, Inc.	To provide rentals of skis & other winter equipment in Whitnall Park	500.00	Under \$2,000.00
DHHS-BHD	Laurens D. Young MD	Inpatient Psychiatric Services	140,400.00	Provide professional service
Human Resources	Mary J. Mountin	Provide legal service for the Civil Service Commission	400.00	Provide professional service
Human Resources	TALX Corporation	Assist in complying with Immigration Reform & Control Act of 1986	19,000.00	Specialized Service
Dept. on Aging	Jennifer Lefeber	To provide consulting services for the elderly	17,500.00	Specialized Service
District Attorney	Dr. Anthony Jurek	Legal services	4,000.00	Provide professional service
MCSO	Wisconsin Renal Care Group, LLC	Inmate hemodialysis services related to their medical care	113,910.00	Specialized Service
Combined Court Related	Legal Aid Society of Milwaukee	Legal services	1,814,400.00	Provide professional service
Ethics Board	Gonzalez, Saggio & Harlan, LLP	Legal services	17,700.00	Provide professional service
Economic Development	Milwaukee Economic Development Corp	DAS - ED Economic Development Fund	1,000,000.00	County Board File No. 12.985
Economic Development	Bluecoat Configuration	DAS - ED - MCLIO - Validation of Bluecoat Website Security	2,000.00	Proprietary Software Testing and Validation

Contracts Issued Without CBDP Review ²

Comptroller	Public Financial Management, Inc.	Professional services rendered in connection with the 2012A General Oblig	39,640.00	No CBDP Review
Comptroller	Baker Tilly Virchow Krause & Company	For the issuance of the 2012A refunding bonds	3,000.00	No CBDP Review

Total Contract \$ Amount for Month ³	\$5,035,649.00
Total Approved Waiver \$ Amount	\$3,306,510.00
Total Unapproved Waiver \$ Amount	\$42,640.00
Percentage Waived	66.51%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

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

³ Total does not include Procurement Division Figures

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report March 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
Zoo	Mary Kazmierczak	Professional Zoo library services	21,500.00	No DBE's available for service
Parks	Stantek	For swimming pool engineering consultation & expert witness testimony	20,000.00	Specialized service
DHHS-BHD	Hochstatter, McCarthy, Rival & Runde, S.C.	Legal services	95,000.00	Provide professional services
DTPW-Airport	Schoencker & Associates	Reports establishing current market value lease rates 4900 S. Howell Ave.	1,250.00	Under \$2,000.00
DTPW-Airport	Institute for Human Factors	Conduct four session classes on "Overcoming Your Fear of Flying"	1,500.00	Under \$2,000.00
District Attorney	Sojourner Family Peace Center, Inc.	Investigation & prosecution of domestic violence in Milwaukee	63,000.00	Provide professional counseling
District Attorney	Christopher Tyre, Ph.D	To conduct an evaluation of L.C. Streeter whether	2,500.00	Provide professional counseling
District Attorney	Melissa J. Westendorf, Ph.D	State v. Jerome O'Dell	3,000.00	Provide professional counseling
District Attorney	Christopher Tyre, Ph.D-Randy Purifoy	To determine whether Randy Purifoy continues to be a "sexually violent pe	2,500.00	Provide professional counseling
District Attorney	Anthony M. Jurek, Ph.D	To conduct an evaluation of Matthew Tyler	3,000.00	Provide professional counseling
MCSO	Whitcomb, Michael A.I., Law Office	Legal matters Sheriff David A. Clarke, Jr. v. Milwaukee County	49,999.99	Provide professional services
MCSO	ACL Services, Inc.	Pre and post employment alcohol and drug testing	74,610.90	Specialized service
MCSO	Veterinary Medical Associates, Inc.	Veterinary Services	15,500.00	Provide professional counseling
MCSO	Mobile Medical Specialists, LLC	Inmate dental services related to their medical care	585,936.37	Medical services
MC Ethics Board	Pleas Williams	Legal services	7,099.00	Provide professional services
UW Extension	Board of Regents of the University of WI Sys	Salaries of professional staff members	157,614.00	Provide professional services
DAS - MCAMLIS	Latitude Geographics	DAS - ED - MCAMLIS - Essentials Silverlight Migration	14,500.00	Specialized service
Economic Development	Public Policy Forum	DAS - FM - Comprehensive Facilities Plan Report and Analysis	5,087.50	Specialized service
DOT - GMIA	Mead & Hunt	GMIA - Noise Study Presentation to ANAC	19,200.00	Specific Consultant Expertise and Experience
MCTS	Graef	MCTS - Façade Repairs	4,500.00	Project Scope provides nominal subcontracting opportunity

Contracts Issued Without CBDP Review ²

Comptroller	Standard and Poor's	Analytical services rendered in connection with the \$138,730,000.00 taxat	46,250.00	No CBDP Review
Comptroller	Moodys Investors Service	Professional services regarding the \$138,730,000.00 taxable general oblig	48,000.00	No CBDP Review
DOT - GMIA	Unison Consulting	GMIA - Perform CIP & PFC Tasks	49,999.00	No CBDP Review

Total Contract \$ Amount for Month ³	\$41,065,207.34
Total Approved Waiver \$ Amount	\$1,147,297.76
Total Unapproved Waiver \$ Amount	\$144,249.00
Percentage Waived	3.15%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

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

³ Total does not include Procurement Division Figures



Community Business Development Partners
MILWAUKEE COUNTY

NELSON SOLER • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: May 20, 2013

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

FROM: Nelson Soler, Director, Community Business Development Partners

SUBJECT: DBE WAIVER REPORT FOR APRIL 2013

DIRECTIVE

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

BACKGROUND

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

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register (49 CFR Parts 23 and 26), over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. As a certifying partner, Milwaukee County has the responsibility of verifying and maintaining the status of 411 of the 919 currently certified firms throughout the State, while processing all new applications.

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WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before forwarding the request on to the Director for determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

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

Total Contracted Dollars for Period	\$ 5,844,718.14
Total Contracted Dollars w/ Waiver Approval	\$ 41,264.00
Total Contracted Dollars w/o Waiver Approval	\$ 46,503.34
Percentage of Contracts Waived for Period	1.50%

RECOMMENDATION

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

Approved by:



Nelson Soler
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP)

DBE Waiver Report April 2013

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

Family Care	La Crecia S. Thomson	Manage the development of four videos	1,800.00	Under \$2,000.00
District Attorney	Christopher Tyre, Ph.D-L.C. Streeter	State v. L.C. Street case number 96CF961237	2,500.00	Specialized service
District Attorney	Christopher Tyre, Ph.D-Paschali Sanders	State v. Paschali Sanders case number 04C1000004	2,500.00	Specialized service
District Attorney	Anthony M. Jurek, Ph.D - Mark Rickert	State v. Mark Rickert case number 03C1000001	4,000.00	Specialized service
Medical Examiner	Medical College of Wisconsin	To provide forensic dental examination & identification	200.00	Under \$2,000.00
County Board of Supervisors	Broydrick and Associates	Professional Service Contract for Milwaukee County - Lobbying services	30,000.00	Per Chapter 56.30
Grounds - by DAS - FM	Jackson / MacCudden	Asbestos Inspection to Support Independent Heating Systems for CCC & Fleet G	264.00	Under \$2,000.00

Contracts Issued Without CBDP Review ²

Family Care	Einstein Productions	Professional video shoot	3,539.94	No CBDP Review
DTPW-Airport Division	Legacy Communications, LLC	Changes to wiring or any other changes that effect structural or infrastructure	13,398.00	No CBDP Review
DTPW-Airport Division	Pre Emergency Planning, LLC	Develop, design, coordinate full scale & table top exercises	29,565.40	No CBDP Review

Total Contract \$ Amount for Month ³	\$5,844,718.14
Total Approved Waiver \$ Amount	\$41,264.00
Total Unapproved Waiver \$ Amount	\$46,503.34
Percentage Waived	1.50%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

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

³ Total does not include Procurement Division Figures

COUNTY OF MILWAUKEE**INTER-OFFICE COMMUNICATION**

Date: May 15, 2013

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

From: Gary Waszak, Facilities Management Division, Department of Administrative Services

Subject: Ronald McDonald House Request for Easement on the County Grounds – Action Item

ISSUE

The Department of Administrative Services, Facilities Management Division (DAS-FM) respectfully requests authorization to grant Ronald McDonald House Charities of Eastern Wisconsin, Inc. (RMH) a permanent easement to allow for emergency access.

BACKGROUND

In 2012, RMH purchased 3.5 acres of land from Milwaukee County for the expressed purpose of expanding their mission of providing housing for seriously ill children and their families while confined to or visiting area hospitals.

The City of Wauwatosa is requiring RMH to construct an emergency access drive to serve the facility. Therefore, RMH is requesting from Milwaukee County, a permanent easement across County property to construct an emergency fire access drive on the southwest side of their current facility. The access drive will be constructed off of 92nd Street.

The City of Wauwatosa Fire Department requires that half of the building exterior be accessible to a fire truck to be code compliant. With the widening of Watertown Plank Road and the expansion, the existing fire access lane will be removed. New access off of 92nd Street is required because access off of Watertown Plank Road is no longer feasible due to the after construction grading.

The easement area (Exhibit A) is 40 feet wide, 160 feet long and approximately 6440 square feet in area. The County has negotiated with RMH to reimburse Milwaukee County \$5,000 for the land. The easement on County land has minimal utility impact and the value negotiated is representative of similar agreements.

An easement agreement has been drafted (Exhibit B).

RECOMMENDATION

The Director of DAS-FM respectfully recommends that DAS-FM, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant a permanent easement to RMH for the emergency fire access drive. It is further recommended that the County Executive and County Clerk be authorized to execute the easement and required documents.

Prepared and Recommended by:

Approved by:

Gary Waszak
Facilities Management Division
Dept. of Administrative Services

Don Tyler
DAS Director
Department of Administrative Services (DAS)

Attachments: Exhibit A - Proposed easement location
Exhibit B - Easement Agreement

cc: Chris Abele, County Executive
Supervisor Jim Luigi Schmitt, District 6
Kimberly Walker, Corporation Counsel
Don Tyler, Director, Department of Administrative Services (DAS)
Pam Bryant, Office of the Comptroller
Greg High, Director, AE&ES (DAS-FM)

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(ITEM NO.) A resolution to , recommending adoption of the following:

A RESOLUTION

WHEREAS, In 2012, RMH purchased 3.5 acres of land from Milwaukee County for the expressed purpose of expanding their mission of providing housing for seriously ill children and their families while confined to or visiting area hospitals.; and

WHEREAS, The City of Wauwatosa is requiring RMH to construct an emergency access drive to serve the facility. Therefore, RMH is requesting from Milwaukee County, a permanent easement across County property to construct an emergency fire access drive on the southwest side of their current facility. The access drive will be constructed off of 92nd Street.; and

WHEREAS, The City of Wauwatosa Fire Department requires that half of the building exterior be accessible to a fire truck to be code compliant. With the widening of Watertown Plank Road and the expansion, the existing fire access lane will be removed. New access off of 92nd street is required because access off of Watertown Plank Road is no longer feasible due to the after construction grading.; and

WHEREAS, The easement area (Exhibit A) is 40 feet wide, 160 feet long and approximately 6440 square feet in area. The County has negotiated with RMH to reimburse Milwaukee County \$5,000 for the land. The easement on County land has minimal utility impact and the value negotiated is representative of similar agreements; and

WHEREAS, An easement agreement has been drafted (Exhibit B).

; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes and directs that DAS-FM, Corporation Counsel and Risk Management staff be authorized to negotiate, prepare, review, approve, execute and record all documents and perform all actions required to grant permanent easement to RMH for the

40 emergency fire access drive. It is further recommended that the County Executive and
41 County Clerk be authorized to execute the easement and required documents.
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 15, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Ronald McDonald House Request for Easement on the County Grounds

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	\$5,000	\$0
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

- A. If the easement is granted, the Ronald McDonald House will proceed with the construction of the Emergency Fire Access road.
- B. There will be no cost. Milwaukee County will receive a one-time payment of \$5,000 for the approximately 6,440 sq. ft. of land.
- C. There are no budgetary impacts for this or any future years.
- D. The given area of 6,440 sq. ft. is an approximation. The reimbursement payment of \$5,000 would not change.

Department/Prepared by : Gary Waszak

Approved by: Don Tyler, Director of Administrative Services

Did DAS-Fiscal Staff Review? Yes No

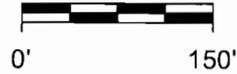
Did CBDP Review?² Yes No Not Required

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

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



SCALE IN FEET



UNPLATTED LANDS

UNPLATTED LANDS
MILWAUKEE REGIONAL HEALTH
COMPLEX POWER PLANT
PARCEL 3 SURVEY No. 156222

UNPLATTED LANDS
MILWAUKEE
REGIONAL MEDICAL
COMPLEX POWER
PLANT SITE
PARCEL 1 SURVEY
No. 156222-P-1

LOT 2 C.S.M. No. 8503

LOT 1 C.S.M. No. 8503

SE COR OF SW 1/4
SEC. 21-7-21 AND
NE COR OF NW 1/4
SEC. 28-7-21
WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE.
CONC. MON. WITH
BRASS CAP.

NW COR OF SW 1/4
SEC. 21-7-21
WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE.
CONC. MON. WITH
BRASS CAP.

N 00°56'51" W 2664.52'
WEST LINE OF THE SW 1/4 OF SECTION 21, T7N, R21E

P.O.B.

S 00°41'00" E 40.57'

N 86°24'32" E 380.05'

SW COR OF SW 1/4
SEC. 21-7-21 AND
NW COR OF NW 1/4
SEC. 28-7-21
WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE.
CONC. MON. WITH
BRASS CAP.

ARC=30.12'
RAD=115.00'
CHD=30.03'
CDH BRG=
S 08°11'11" E

N 86°24'32" E 2680.58'
SOUTH LINE OF THE SW 1/4 OF SECTION 21, T7N, R21E
NORTH LINE OF THE NW 1/4 OF SECTION 28, T7N, R21E

82.9'

N 79°41'58" E
160.44'

N 00°52'42" E
40.77'

WATERTOWN PLANK ROAD

INGRESS & EGRESS EASEMENT BETWEEN
WATERTOWN PLANK ROAD AND POWER
PLANT PER REEL 3939 IMAGE 1337

REVISED: APRIL 4, 2013
DATE: MARCH 8, 2013
FILE NAME: S7710 EXHIBIT B.DWG

EASEMENT AGREEMENT
(Emergency Access)

This EASEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2013, by and between Milwaukee County (“County”) and Ronald McDonald House Charities of Eastern Wisconsin, Inc. (“RMH”).

WHEREAS, County is the owner of that certain parcel of real estate described in Exhibit A, attached hereto and incorporated herein (the “County Parcel”); and

WHEREAS, RMH is ground lessee under a lease with County of that certain parcel of real estate described in Exhibit B, attached hereto and incorporated herein (the “RMH Leased Parcel”); and

WHEREAS, RMH is the owner of that certain parcel of real estate described in Exhibit C, attached hereto and incorporated herein (the “RMH Owned Parcel”); and

WHEREAS, County, at the request of RMH, is willing to grant a non-exclusive perpetual emergency access easement (the “Emergency Access Easement”), over the County parcel, on certain terms and conditions.

NOW THEREFORE, in consideration of _____ (\$ _____ .00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree, as follows:

1. Grant. County hereby grants to RMH, its successors and assigns, a non-exclusive perpetual emergency right of ingress and egress, appurtenant to, and for the benefit of, the RMH Leased Parcel and the RMH Owned Parcel, on, over and across the County Parcel, as a burden on the County Parcel. The right to use the County Parcel is expressly reserved by County.
2. Use. Use of the Emergency Access Easement by RMH is restricted to emergency use by RMH and use by emergency vehicles.
3. Costs. RMH, at its sole cost, shall be responsible for preparing the Emergency Access Easement for its intended use, including grading, hard-surface paving and knock-out plugs or bollards at the westerly edge of the Emergency Access Easement, and also for its maintenance in good condition and repair. RMH shall, at its sole cost, keep the surface of the Emergency Access Easement, and, during construction, that portion of 92nd Street used by RMH to access the Emergency Access Easement, reasonably free of snow, ice obstructions or debris, so as to keep it, at all times, fully accessible to emergency vehicles.
4. Construction.

- (a) RMH shall provide written notice to the Milwaukee County Grounds Facilities Management Division (“DAS-FM”) prior to the commencement of work within the Emergency Access Easement by RMH. Said notice shall indicate the anticipated start date and duration of the proposed work and include: plans showing the location, depth, type of installation, trees and shrubs within the Emergency Access Easement, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by DAS-FM within 14 days from receipt of the plans and prior to the commencement of any construction activities.
- (b) No trees, shrubs or vegetation adjacent to the Emergency Access Easement shall be removed, trimmed or damaged without the written permission of DAS-FM.
- (c) RMH shall secure and pay for all permits required by any governing body or agency before any substantial construction, repair or maintenance work commences; and any modifications, developments, or improvements to the Emergency Access Easement shall be subject to the written approval of DAS-FM and any other required governmental approvals.
- (d) RMH shall comply with all state and local laws regarding location and protection of any existing utilities. RMH shall contact Digger’s Hotline, DAS-FM and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the Emergency Access Easement boundaries. In the event of damage to any existing utility, RMH shall be solely responsible for the repair and payment for repair of all such damage.
- (e) All RMH construction, operation, maintenance and repairs to the Emergency Access Easement shall be completed at no expense to the County.
- (f) RMH shall not suffer or permit any construction or mechanics’ liens to be filed, or if filed, to remain uncontested, against either the fee of the County Parcel or against RMH’s interest in the Permanent Access Easement.
- (g) It is understood and agreed by RMH that the County or its representatives shall have the right to enter upon the Emergency Access Easement at any time to make any inspection it may deem expedient to the proper enforcement of any term or condition of this Emergency Access Easement and for the purpose of performing work related to any public improvement in, upon or along the Emergency Access Easement as the County may deem appropriate, provided such improvements do not prevent RMH from its use of the Permanent Access Easement.

5. Restoration. RMH agrees to restore or cause to have restored at its expense the County Parcel surrounding the Emergency Access Easement impacted by RMH's construction activities to essentially the same condition, or better, as existed immediately prior to entry by RMH or its agents.
6. Relocation. In the event that the County requires the relocation of RMH's Emergency Access Easement, because the location of the easement prevents or impedes the construction of a public improvement, RMH will remove, at its cost, and relocate the Emergency Access Easement; provided the County provides a reasonably suitable alternate location for such easement, together with all necessary rights to RMH for the use contemplated by this easement. The costs of such relocation shall be paid by County.
7. Removal. Upon the revocation or termination of this easement or in the event that the Emergency Access Easement is no longer required to provide RMH ingress and egress to the RMH Leased Parcel or to the RMH Owned Parcel, RMH shall remove the Emergency Access Easement and restore the easement area at its expense to essentially the same condition, or better, as existed immediately prior to entry by RMH or its agents and the easement rights herein granted shall terminate.
8. Indemnification. RMH agrees to indemnify County and to hold County harmless from and against any and all damages, losses, actions, demands, judgments, costs and expenses (including reasonable attorney fees) against County, resulting from use of the Emergency Access Easement.
9. Environmental Indemnification.
 - (a) RMH shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any repair, cleanup, remediation or detoxification arising out of (1) any hazardous materials brought onto or introduced into the Emergency Access Easement or surrounding areas by RMH, its agents or guests, or (2) any hazardous materials whose presence pre-exists the commencement of RMH's construction activities, located on and in the Emergency Access Easement, that are discovered or disturbed as a result of RMH's construction activities on, at or near the Emergency Access Easement. RMH shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees (arising therefrom)).
 - (b) To the best of County's knowledge, (1) there are no hazardous materials in, on, or under the Emergency Access Easement; (2) there are no past, present or threatened releases of hazardous materials in, on, or under the Emergency Access Easement; and (3) County has fully provided to RMH any and all information relating to conditions in, on, and under or from the Emergency Access Easement that is known to County and that is contained in County's files and records.

10. Effect. The terms and provisions of this Agreement shall constitute covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
11. Notices. Any notice, demand or other communication required or permitted to be given by this Agreement shall be deemed to have been properly given when deposited in the United States Mail, via Certified or Registered Mail, Return Receipt Requested, postage prepaid and addressed as noted below, or to such other address that a party may designate in writing, from time to time:

To County:

Milwaukee County
Attention: DAS-FM, RM G-1
901 North 9th Street
Milwaukee, WI 53233

To RMH:

Ronald McDonald House Charities of Eastern Wisconsin, Inc.
Attention: Chairman of the Board of Directors
8948 Watertown Plank Road
Wauwatosa, WI 53226-4802

[SIGNATURE PAGES TO FOLLOW]

**County of Milwaukee
Interoffice Communication**

Date: May 15, 2013

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

From: Josh Fudge, Interim Fiscal and Budget Administrator

Subject: Due Diligence Report for a Parking Lot Operations Lease Agreement with the Interstate Parking Company, LLC for the Rental, Maintenance, Improvement, and Management of the Milwaukee County's (County) parking lot located at 601 West State Street (Milwaukee, Wisconsin).

Request

The Department of Administrative Services–Facilities Management Division (Facilities Management) requests approval enter into a Parking Lot Operations Lease Agreement (agreement) with the Interstate Parking Company, LLC (Interstate) for the use, maintenance, improvement, and management of the County-owned parking lot located at 601 West State Street, Milwaukee, Wisconsin to the Interstate Parking Company, LLC (Interstate) to allow for the rental, maintenance, improvement, and management of parking lot (lot).

Background

Currently, Facilities Management operates and maintains the lot. Net revenue generated from County operations of the lot is approximately \$292,000 annually.¹ Facilities Management is seeking a 3-year agreement (with two, twelve-month extensions) with Interstate to rent, maintain, improve, and manage the lot. Over the initial 3-year term, Interstate will pay the County a total base-rent payment of \$900,000, with an additional \$610,000 if the two extensions are exercised. Should Interstate generate more than \$350,000 in annual gross revenue from lot operations, it will pay the County an additional 10% in any amount in excess of \$350,000 in gross revenue.² As an example, if Interstate's gross revenue is \$370,000 during year 1 of the initial term, the County would receive its base payment plus an additional \$2,000 payment (i.e. Gross Revenue of \$370,000 LESS \$350,000 = \$20,000 X 10% = \$2,000 additional payment to County).

Additionally, Interstate shall install and make various improvements to the lot including lighting, new pay stations, signage, and parking surface repairs.

¹ Net revenue is based on a 3-year actual average of the actual revenues less actual expenditures generated from the County's operation of the lot from 2010-2012. See the table on page 3 for actual net revenue for the years 2010-2012.

² The term GROSS REVENUE is defined as the LESSEE's (Interstate) total revenue collections from the parking lot under the agreement, less related credit card processing fees and sales tax.

Review & Analysis

The Department of Administration - Fiscal Affairs (DAS), Corporation Counsel, and Risk Management have reviewed the draft proposal from Interstate.³ The following narrative highlights the major terms of the agreement.

Request for Proposal #938001 (RFP) was released on January 25, 2013 and was posted on the DAS-Procurement website, Milwaukee County Business Opportunity website, released to all appropriate Vendors via E-Notify, and sent to major parking lot vendors within the Milwaukee County area. In early February, five vendors went on site visits and Questions/Answers correspondence between DAS-Procurement and the vendors occurred. As a result, of the five vendors, one (Interstate) put forth a proposal that met the RFP payment threshold (i.e. \$3000,000) to the County. An evaluation panel was convened in order to review Interstate's proposal. Although only one proposal was submitted, the panel still performed an independent and individual review. Evaluation panel technical and costing scores were compiled and the vendor was determined to have met the requirements of the RFP.

The initial term of the proposed agreement is for three (3) years with two (2) additional twelve (12) month extensions. The extensions must be mutually agreeable to both parties. The County will receive a minimum of \$300,000 annually for the first three years and \$305,000 in each of the extension years. Should Interstate's annual gross revenue be more than \$350,000, the County will be paid an additional 10% in any amount in excess of \$350,000 in gross revenue.

Per the initial terms of the proposed agreement, Interstate will make various improvements to the parking lot, at its own expense. Improvements to be made during the initial term include canopies, signage, surface parking pavement crack-sealing, lighting and pedestal-mounted pay station kiosks. Any such improvements and installations require 1.) written approval by the County prior to implementation; 2.) design and construction approvals from DAS-Facilities Management

Additionally, Interstate is required to fill potholes, crack-seal, and sealcoat the parking lot within 270 days after inception of the agreement. Maintenance of the parking lot will be provided by Interstate, at its own expense, and includes pavement maintenance (filling potholes, crack-sealing, etc.), mow abutting grassed areas, snow and ice-control of the lot and abutting sidewalks, and repair and maintain equipment within the lot.

Upon expiration of the initial term of the agreement, the County will acquire, free and clear, title to all alterations or improvements constructed upon the lot by Interstate. Upon early termination (due to a variety of reasons including default) of the agreement, the County will acquire title to all alterations or improvements constructed upon the lot

³ Community Business Development Partners review was not required as no county (or federal) money is being spent on the project. In light of this, the provisions set forth in Chapter 42 do not apply.

by Interstate, with the County to reimburse Interstate for the non-depreciated costs of installed equipment.⁵

Per the terms of the agreement, Interstate is to establish reasonable daily and special event parking rates. Although not explicitly stated in the agreement, Interstate does not anticipate raising the daily and special event parking rates from its proposed rates over the term of the agreement based on existing market conditions (see Exhibit 1 for parking rates). Existing monthly parking customers will be “grandfathered” in at their current rate (\$80/month) for a period of twelve months from the inception of the agreement. Beginning in year two of the agreement, monthly parking customers will pay a rate of \$90/month. Those that become monthly customers after the inception date will pay the rate as established by Interstate.

Recommendation

The net revenue generated at the parking lot over the past three years has declined significantly. According to DAS-Facilities Management staff, this is due partly to equipment failure of the payment kiosk.

Year	Net Revenue
2010	\$ 335,356
2011	\$ 276,296
2012	\$ 264,041

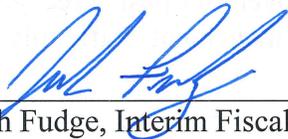
As a specific term of the agreement, Interstate will be installing new payment kiosks as well as making other improvements and equipment upgrades to the parking lot area that would otherwise be difficult for DAS-Facilities Management to absorb within its operating budget.

The County will receive parking lot upgrades as well have a guaranteed revenue stream of at least \$300,000/annually for the first three years, and \$305,000/annually for the next two years (should the County and Interstate exercise both 12-month options). If at the end of the initial 3-year term, the County chooses not to exercise the options, the County retains ownership of the payment kiosks (as well as other Interstate improvements and equipment upgrades made to the lot).

Throughout the initial term of the agreement, DAS-Facilities Management will review the actual revenue generated by Interstate. Upon expiration of the 3-year agreement, the County will have documented financial information reflecting the improved parking lot and operations. Based upon this information, the County can then make a decision as to whether or not is should resume operations of the parking lot, option the extension(s) with Interstate, or initiate another request for proposals for vendor operation of the lot.

DAS recommends approval of the proposed agreement.

⁵ Depreciation is based on a 3-year straight-line depreciation schedule for equipment purchased and installed in Exhibit C of the agreement. The straight-line depreciation is based on actual costs and is not to exceed \$70,000 (even if Interstate pays more than \$70,000 for such equipment).



Josh Fudge, Interim Fiscal and Budget Administrator

cc: Chris Abele, County Executive
Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Don Tyler, Director, Department of Administrative Services
Martin Weddle, Research Analyst, County Board
Stephen Cady, Fiscal and Budget Analyst, County Board
Patrick Lee, Director, Department of Administrative Services - Procurement
Stephanie Gulizia, Contract Administrator, Department of Administrative Services –
Procurement

Exhibit 1

Existing (County) and Proposed (Interstate) Parking Rates

	County Operated	Interstate Proposal
Rate Type	Current Rate	Proposed Rate
Super Early Bird - In by 7:30am	\$4.00	\$3.00
Early Bird - In by 9:00am	\$4.00	\$4.00
Late Bird - In by 10:00am	\$4.00	\$5.00
Hourly Weekday	NA	\$4.00
Weekday All Day Max	\$4.00	\$12.00
Weekday Evenings after 4pm (Non Event)	\$10.00	\$3.00
Weekend All Day (Non Event)	\$10.00	\$5.00
Weekend Sat/Sun Pass with In/Out (Non Event)	\$10.00	\$5.00
Event Rates	\$10.00	\$5.00 - \$30.00
Monthly Parking (55 contracts x 12 months)	\$80.00	\$80.00

Exhibit 2

Below is a comparison of the estimated net revenue generated from the County's continued operations of the parking lot and Interstate's operation of the parking lot (and payment to the County):

6th and State Parking Lot Operations Comparison

	Proposed Interstate Payment to County:	County Operated (net revenue)			TOTAL Payment from Interstate OVR/(UNDR) TOTAL County Operated Lot Net Revenue		
		Scenario (a)	Scenario (b)	Scenario (c)	Scenario (a)	Scenario (b)	Scenario (c)
2013-2014	\$300,000	\$292,000	\$270,000	\$264,000	\$8,000	\$30,000	\$36,000
2014-2015	\$300,000	\$292,000	\$270,000	\$264,000	\$8,000	\$30,000	\$36,000
2015-2016	\$300,000	\$292,000	\$270,000	\$264,000	\$8,000	\$30,000	\$36,000
3-YR TOTAL	\$900,000	\$876,000	\$810,000	\$792,000	\$24,000	\$90,000	\$108,000
3-YR AVG	\$300,000	\$292,000	\$270,000	\$264,000			
2016-2017	\$305,000	\$292,000	\$270,000	\$264,000	\$13,000	\$35,000	\$41,000
2017-2018	\$305,000	\$292,000	\$270,000	\$264,000	\$13,000	\$35,000	\$41,000
5-YR Total	\$1,510,000	\$1,460,000	\$1,350,000	\$1,320,000	\$50,000	\$160,000	\$190,000
5-YR AVG	\$302,000	\$292,000	\$270,000	\$264,000			

(a) Assumes 3-YR AVG Net Revenue based on 2010-2012 revenue and expenditure actuals from County operations.

(b) Assumes 2-YR AVG Net Revenue based on 2011-2012 revenue and expenditure actuals from County operations.

(c) Assumes 2012 Actual Net Revenue based 2012 revenue and expenditure actuals from County operations.

Due Diligence Milwaukee County Ordinance Chapter 32.88

	<u>Applicable Requirements of Milwaukee County Ordinance Chapter 32.88</u>	<u>Information Provided?</u>		<u>Description</u>
		<u>Yes</u>	<u>No</u>	
1)	Letter of full disclosure and cooperation.	X		Letter provided by Vendor.
2)	Cash flow projections for the venture.	X		Parking Lot Cash Flow projections provided by Vendor and appear to be reasonable. Required lot improvements costs (estimated at \$70,000) are included in the Vendor cash flow projections.
3)	County Operating budget impact.	X		See #20 on this sheet. Also see Exhibit 2 on page 6 of the attached due diligence report.
4)	Debt management responsibilities, schedules and procedures.	X		Vendor responsible for the maintenance of parking lot as well as the costs related to the lot improvements outlined in the agreement.
5)	Legal liability.	X		Legal Counsel for Vendor provided letter stating there are no outstanding legal issues.
6)	Financial reporting systems and controls.	X		Vendor financial controls are based on Generally Accepted Accounting Principles (GAAP) as administered by an on staff Controller. Quarterly financial reports are reviewed by CPAs from Zilber LTD. Annual tax preparation and returns are performed by CPAs from Zilber LTD.
7)	Right-to-audit provisions.	X		Proposed Agreement includes MCGO 56.30(6)(e) Right to Audit provisions.
8)	Project feasibility studies and market analysis.	X		Vendor performed internal feasibility and market survey and believe operations, lot maintenance, lot improvements, and annual rent payment to the County are feasible. Vendor operates 16 parking lots and structures in Milwaukee, primarily in the downtown area. Public lots and structures leased and operated by the vendor include 1 with the State of Wisconsin (State Fair Grounds).
9)	Key factors for success/failure of the venture.	X		Successful operations are based on primarily historical parking trends from transient parkers and special event parkers.
10)	Governance structure and procedures.	X		Vendor is organized as a Limited Liability Corporation under Ch. 183 of Wisconsin Statutes (Vendor provided a copy of its Articles of Incorporation). Corporate Offices are located at 701 N Plankinton Ave, Milwaukee WI 53203.
11)	Public policy impacts (e.g. Affirmative Action. Disadvantaged Business).	X		<u>DBE:</u> Community Business Development Partners review was not required as no county (or federal) money is being spent on the project. However, Vendor will use all reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with the County's DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve these goals. <u>Affirmative Action:</u> Vendor agrees that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.
12)	Employee/labor relations impacts (including benefits).	X		County employees staff time assigned to lot operations is relatively limited. County staff time applied to (limited) lot-related duties will be re-assigned to other responsibilities. Employees operating the lot will be Vendor employees.
13)	Environmental concerns.	X		No environmental concerns have been identified.

Due Diligence Milwaukee County Ordinance Chapter 32.88

	<u>Applicable Requirements of Milwaukee County Ordinance Chapter 32.88</u>	<u>Information Provided?</u>		<u>Description</u>
		<u>Yes</u>	<u>No</u>	
14)	Tax consequences.	X		Vendor will be responsible for sales tax generated from revenue generated by lot operations.
15)	Capital management (e.g. maintenance).	X		Vendor to provide crack-sealing, pay-kiosk, lighting, signage, and other lot improvements.
16)	Conflicts of interest/ethics.	X		Vendor acknowledges Milw County Ethics Code and to their knowledge, has no potential conflict of interest.
17)	Performance measurements.	X		Agreement includes specific operational standards and lot improvements Vendor must make. Additionally, Vendor will pay a \$25,000 performance bond (payable to the County) should it be in default in any of the performance terms of the Agreement.
18)	Organizational chart and mission statement.	X		Vendor provided Org Chart. Vendor does not have a mission statement.
19)	Name of lending institution.	X		Vendor provided name (the Private Bank) and location (120 S LaSalle Street, Chicago, IL 60603) of the lending institution it maintains its accounts with.
20)	Analysis of proposed fiscal costs, or savings, for current and subsequent year(s), including any revenue offsets, fringe benefit impacts, unemployment compensation costs or any other one-time costs.	X		STAFF EXPENSE: Limited County staff time is dedicated to the lot. Related County staff will be able to perform other needed work duties in the department. MAJOR MAINT IMPROVEMENTS: Interstate will make \$70,000 of lot improvements. REVENUE: Estimated annual net revenue (revenue less expenditures) from County operations of the lot ranges between \$264,000 (low) to \$292,000 (high) over the past three years (based on actual revenue and expenditures from 2010 - 2012). Interstate's minimum payment to County for lot operations is \$300,000 annually for Agreement years 1-3 and \$305,000 annually for years 4-5. Based on these figures, the County revenues could increase between \$24,000 - \$108,000 for years 1-3 (cumulative) and between \$50,000 and \$190,000 (cumulative) if extended to years 4-5. Additionally, if Interstates generate more than \$350,000 in annual gross revenue from lot operations, it will pay the County an additional 10% of the \$350,000 in gross revenue.
21)	Commitment of the proposed vendor to make a good faith effort to retain county workers that may otherwise be subject to layoff.	X		County staff is not being layed-off as a result of the agreement.
22)	Assessment of the current marketplace to determine if adequate competition exists to ensure that future year price agreements are competitively priced.	X		Although the County staff did not perform a marketplace assessment, staff believes that use of the RFP process helps to establish a fair market value. The process used with this RFP is similar to that used by the DAS-Real Estate Services section in the securing of leases for E/W I794 Freeway lot leases. Correspondingly, it was also taken into consideration that the vendor proposal provided a minimum annual payment of \$300,000 (years 1-3)/\$305,000 (years 4-5), on a parking lot, that has on average (over the last 3 years), made less than \$300,000 annually under County operations.
23)	Location of employer and residences of proposed employees to assess the amount of public funds that will be retained in Milwaukee County.	X		Vendor's corporate office is located at 701 N Plankinton Ave, Milwaukee WI 53203. Vendor indicated that its employees working at the 6th and State lot live in Milwaukee County (3 live in Milwaukee and 1 lives in West Allis). To note, the County is not making any payments to Vendor.
24)	Description of current and proposed performance standards and how accountability from the private vendor will be measured and reported.	X		The agreement includes a number of terms and provisions that provide for Vendor accountability and performance. In general, failure on the part of the Vendor to observe or perform any of the terms, covenants or conditions in the agreement entitle the County to pursue actions and proceedings as may be necessary to compel specific performance and payment of all damages and reasonable expenses and costs and/or to terminate this agreement.

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: May 3, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman County Board of Supervisors

FROM: Gary Waszak, Interim Director, Dept. of Administrative Services-Facilities Management

SUBJECT: **6th and State Street Parking Lease**

POLICY

The Director of the Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to lease a 1.89 acre County-owned parcel located at the southwest corner of North 6th and West State Streets in the City of Milwaukee.

BACKGROUND

Beginning in January 2013 DAS – Facilities Management and DAS – Procurement began working jointly to develop a Request for Proposal (RFP) for Parking Lease and Parking Lot Operation at 601 W. State Street. The need to pursue a lease/lot operation of the site was a compilation of entry gate mechanical breakdowns, security issues due to Facilities Management staff needing to manually collect cash receipts daily and maintenance and repair of the parking lot. It was determined that an outside vendor familiar with 24/7 parking lot operation would be better suited to handle the day to day operation.

The RFP submittals were due February 21, 2013. This process enabled County staff to obtain specific information about the vendor and proposed management of the lot. Such information included vendor qualifications, revenue to Milwaukee County, property enhancements and maintenance, staffing allocation and experience.

In response to the RFP, Interstate Parking Company (IPC), LLC submitted a proposal to Milwaukee County by the required deadline. The initial term of the proposed agreement is for three (3) years with two (2) additional twelve (12) month extensions. The extensions must be mutually agreeable to both parties. The County will receive a minimum of \$300,000 annually for the first three years and \$305,000 in each of the extension years. Should IPC's annual gross revenue be more than \$350,000, the County will be paid an additional 10% of the \$350,000 in gross revenue. Currently, the County is generating net revenue of approximately \$292,000 annually, based on a 3-year average (2010-2012). However, net revenue has been declining over the last three years with a 2012 actual net revenue of approximately \$264,000.

Property enhancements include improved parking lot lighting, conversion of current gate arm entry/exit on the lot to two (2) automated pay stations, 24/7 revenue enforcement services and an efficient cost management approach that deposits receipts (after being audited) directly to Milwaukee County. Initial parking lot maintenance improvements include resurfacing the lot with parking stall stripping.

The experience of IPC is well documented in the Milwaukee area as well as in the Midwest. The current parking lot site serves both MATC and the Wisconsin Center District and will continue to do so under this proposed arrangement.

RECOMMENDATION

The Director of the Department of Administrative Services (DAS) recommends authorization for DAS, Corporation Counsel, the Risk Manager and other appropriate County officials to review, approve and execute and record all documents and perform all actions required to enter into a lease agreement with Interstate Parking Company, LLC for three (3) years with two (2) additional twelve (12) month extensions under the terms and condition described above.

Gary Waszak, Interim Director
DAS-Facilities Mgt

Patrick Lee, Director
DAS-Procurement

Attachments: 1. Request for Proposal
 2. Interstate Parking Company, LLC Lease Proposal
 3. Agreement between DAS Facilities Management and
 Interstate Parking Company, LLC

cc: Chris Abele, County Executive
 Michael Mayo Sr., Chairman, TPW Cmte
 Kelly Bablitch, Chief of Staff, County Board
 Gary Waszak, Interim Director, DAS-Facilities Management Division
 Josh Fudge, Interim Fiscal and Budget Administrator, DAS
 Vincent Masterson, Fiscal & Strategic Asset Coordinator, DAS Fiscal
 Stephanie Gulizia, Contract Administrator, DAS - Procurement

1
2 (ITEM), A resolution requesting authorization for the County to enter into an operating
3 lease agreement with Interstate Parking, LLC for the lease, operations, improvement,
4 and maintenance of the County-owned parking lot located at 601 W. State Street,
5 Milwaukee, WI, by recommending adoption of the following:
6

7
8
9 **RESOLUTION**

10 WHEREAS, the Facilities Management and Procurement staff of the Department
11 of Administrative Services solicited Request for Proposals (RFP) to lease the 1.89 acre
12 County-owned parcel located at the southwest corner of North 6th and West State
13 Streets in the City of Milwaukee; and

14 WHEREAS, the RFP process enabled County staff to obtain specific information
15 about the vendor and their proposed management of the lot. Such information included
16 vendor qualifications, compensations to Milwaukee County, property enhancements and
17 maintenance, staffing allocation and experience; and

18
19 WHEREAS, in response to the (RFP), one vendor submitted to the Milwaukee
20 County by the required deadline; and

21
22 WHEREAS, the submitted proposal from Interstate Parking Company, LLC
23 includes an annual \$300,000 payment to the County for years 1-3 (initial term) with two
24 (2) twelve month extensions (if mutually agreeable by both parties) that includes an
25 annual \$305,000 payment to the County; and

26
27 WHEREAS, property enhancements included improved parking lot lighting,
28 conversion of current arm entry/exit from the lot to two (2) automated pay stations, 24/7
29 revenue enforcement services and an efficient cost management approach that
30 deposits receipts (after being audited) directly to Milwaukee County. Initial parking lot
31 maintenance improvements include resurfacing the lot with parking stall stripping; and

32
33 WHEREAS, the experience of Interstate Parking is well documented in parking
34 lot locations elsewhere here in the Milwaukee area as well as in the Midwest. The
35 current parking lot site serves both MATC and Wisconsin Center District and will
36 continue to do so under this proposed arrangement.; and

37
38 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
39 authorizes and directs the Director of the Department of Administrative Services,
40 Corporation Counsel, and Risk Management to negotiate, prepare, review, approve,
41 execute and record all documents and perform all actions required to enter into an
42 operating lease with Interstate Parking, LLC for the lease, operations, improvement, and
43 maintenance of the County-owned parking lot located at 601 W. State Street,
44 Milwaukee, WI

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 15, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: 6th & State Street Parking Lot Operations Lease Agreement

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The Interim Director of the Department of Administrative-Facilities Management Division (DAS) is requesting that the County Board approve a resolution to lease a 1.89 acre County-owned parcel located at the southwest corner of North 6th and West State Streets in the City of Milwaukee.
- B. Direct costs are anticipated to be minimal as Lessee will be responsible for the maintenance and staffing for the parking lot.
- C. The budgetary impact will be that a more consistent revenue for DAS-Facilities Management will be the direct result for leasing the parking lot located at 6th and State Street.
- D. None.

Department/Prepared By Administrative Service-Facilities Management/Gary Waszak

Authorized Signature(s) _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

Milwaukee County
Department of Administration – Facilities Management
901 N 9th Street, Room G1 Milwaukee WI 53233
(414) 278-4971

Request for Proposals/Bid for a
Parking Lot Operations Lease at
601 West State Street, Milwaukee WI
RFP # 938001

January 31, 2013

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II. Introduction

The Department of Administrative Services - Facilities Management Division is seeking bids from qualified individuals, corporations or business entities, whether for-profit or non-profit (hereinafter "Bidder") **to lease, operate, manage and maintain a parking lot located within the City of Milwaukee, adjacent to State Street, between 6th and 7th Streets.** The lot is located near MATC, Milwaukee Theater, Milwaukee Museum, Milwaukee Theater and BMO Bradley Center.

The term of a lease issued to a selected bidder will be for a minimum of three (3) years, with options to extend, at the discretion of Milwaukee County, for two (2) additional one (1) year periods for a potential total of five (5) years.

A minimum bid for the initial three (3) year term, plus minimum bid for the additional years and a percentage of revenue in excess a stated threshold, pursuant to Section IV.C. of this RFP, has been established.

A. Bid Process

Bidder Qualifications and Mandated Items

All bidders must meet the criteria set forth in Section IV.A. below to submit a bid for evaluation. The items and information required in Section IV.B. must be presented to Milwaukee County along with each bid. Section VII, **Attachment A** - Bid Submission Form - must also be submitted with each bid for consideration. A bid without this information and these items will not be considered and will be rejected.

Site Visits

A scheduled Site Visit prior to bid submission is optional, although all vendors are required to visit site prior to bid submission. A scheduled site visit will be held at the Premises on February 7, 2013 at 10:00 a.m. All bids shall be deemed to have been made with full knowledge and understanding of the existing conditions of the Premises.

Questions during the Bidding Period

All bidder questions must be submitted in writing. Written questions must be received by Wednesday, February 11, 2013 by 5:00 p.m., and directed to:

Department of Administrative Services - Procurement
E-mail address: mcprocurement@milwcnty.com

To ensure fair public notice to all prospective Proposers, Procurement staff will reply to all inquiries in writing on the Milwaukee Procurement Web site shortly after the bidder question deadline.

<http://county.milwaukee.gov/PendingBidsQuotesand7951.htm/>

No answers to substantive questions will be provided in person or by telephone.

Presentations and Interviews

Following a review of the submitted mandated items and bids that are timely and otherwise properly submitted, the Department of Administrative Services - Facilities Management Division may conduct interviews with the top scoring bidder(s). Interview(s) may be held by teleconference (via phone and/or internet) but in person is preferred. The purpose of any interview will be to clarify bid and evaluate the qualities, expertise and operational concepts of the Bidder's bid. No additional bid material will be accepted at interview.

Bidding and Evaluation of Bids

Bids received will be evaluated by Department of Administrative Services - Facilities Management Division staff. When the successful bidder has been chosen, a recommendation to the Department of Administrative Services - Facilities Management Director will be made. Upon approval of the recommendation the apparent winning bid/bidder will be notified. Any deposits, certificates of insurance, and letter of credit will be due to the Department of Administrative Services - Facilities Management Division within ten (10) business days after an announcement of the apparent winning bid/bidder. A Notice of Award will be issued once all required documents and deposits are received. Should the winning bidder fail to meet the requirements of the RFP or any other related Department of Administrative Services,- Facilities Management Division requirements, including Milwaukee County's due diligence, the Department of Administrative Services - Facilities Management Division may make an award to the next available bidder or withdraw the opportunity altogether. Notice of the winning bid will be posted on the Milwaukee County Procurement website. The resulting lease agreement will require county board approval.

The Department of Administrative Services - Facilities Management Division reserves the right to accept or reject any or all bids or any part or parts thereof; to waive any defects, informalities and minor irregularities, reject any and all bids, and to award the contract in the best interests of Milwaukee County. No costs of responding to this RFP or any addenda or other documents or attendance at meetings in connection with this RFP shall be reimbursed by Milwaukee County.

RFP Bidding Schedule

Bidders are encouraged to frequently check the Milwaukee County Procurement website for this RFP to be apprised of amendments and any changes to the bid documents or this schedule.	
Pre-Bid Site Visit	February 07, 2013
Written questions via email must be received by	February 11, 2013
Answers to written questions posted (Estimated)	February 13, 2013
Responses to RFP are due	February 21, 2013 2:00 PM
Notice to apparent winning bidder (Estimated)	February 27, 2013

Correcting, Modifying or Withdrawing Bids

Bid documents may be corrected, modified or withdrawn at any time **prior to the RFP due date** when the RFP packages will be opened. Modifications should be submitted in writing, sealed and marked in the same manner as the original bid package.

Mandatory Terms and Conditions; Permit Issuance

To commence operations, the lessees must acknowledge and accept award notice. Thereafter, the Department of Administrative Services - Facilities Management Division will draft and the parties will execute a lease agreement, based on the Draft Lease Agreement attached to this RFP document as **Attachment C**.

Due Diligence

Execution of the Lease Agreement and the obligations of Milwaukee County and the Lessee shall be contingent upon Lessee successfully meeting the Milwaukee County "Due Diligence" requirements, contained in **Attachment D**.

III. Description of the Premises & Applicable Information

The successful Bidder shall, at a minimum, provide an accountable, organized, efficient, safe, clean, professionally-staffed and well-maintained parking lot. Further, the successful Bidder will provide public year round, monthly, daily, evening and weekend as well as seasonal and event parking lot operations for use by the general public.

The parking lot is located at 601 North State Street, Milwaukee WI, adjacent to State Street, between 6th Street and N. James Lovell Street; near MATC, Milwaukee Theater, Milwaukee Museum and Bradley Center. The lot includes approximately one hundred eighty more or less (180+/-) lined parking spaces and hereinafter known as the "Premises."

Special Rate Agreements

Lessee may establish rates and method of operation for leased property as a parking facility.

The Department of Administrative Services - Facilities Management Division reserves the right to require for a period of twelve (12) months, at the beginning of the lease, that all then current monthly named contract holders, approximately fifty five (55) individuals, continue at the current established rate of Eighty dollars (\$80.00). Contract rates for any new customers after the inception of the lease, may be established by lessee.

Historical Revenue and Operations

Premises is currently operated on a gated cash only basis (less contract parking) and prepaid at time of entry.

Historical Revenue

Year	Daily	Special Event	Contract	Total Revenue
2010	\$ 179,363	\$ 139,218	\$ 36,885	\$ 355,466
2011	\$ 164,120	\$ 93,458	\$ 40,785	\$ 298,363
2012	\$ 135,418	\$ 103,588	\$ 46,045	\$ 285,051

Reserved Areas

No less than twenty-five percent (25%) of existing parking spaces should be available to the general public at all times.

Electricity Source, Small Repairs/Maintenance, Equipment, Improvements

The successful bidder shall be responsible for installation and all costs related to lighting, communications and electricity expenses for the Premises. The successful bidder will also be responsible for non-structural, non-major maintenance to the Premises.

The lessee shall, at its own expense, furnish materials, labor and equipment for crack sealing and seal coating the parking area at the commencement of the lease (See Article IV of Draft lease).

Upon expiration of the term of the lease all improvements to the Premises will become the property of the County at no cost to the County.

IV. Submission Requirements for Bids

All bids shall be in writing, in a legible format, as described in Section VII, and shall present in clear and sufficient detail the information requested in the following sections of this RFP:

- A. Qualification Information;
- B. Mandates;
- C. Compensation to Milwaukee County;
- D. Description of Entity and Related Experience;
- E. Description of Property Use; and
- F. Financial, Rate and Budget Information.

A. Qualification Information

The following information must be presented by all Bidders. Failure to provide this information will disqualify review of bids from unqualified bidders.

1. Bidder must show that it has operated or managed parking facilities for five (5) or more years within the last five (5) years.
2. Bidder must show that it already has access to or will be able to give and maintain either:

- a. An irrevocable, non-transferable Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000), available for the entire term of the lease and any extended periods; or
 - b. A performance bond or other assurance of performance in an amount and form satisfactory to Department of Administrative Services - Facilities Management Division and in a sufficient amount for the entire term of the permit and any extended period(s).
3. Bidder must show it has sufficient equipment and contracts to obtain equipment to run a modern parking system. A modern parking system would allow customers to pay by several means (cash, credit card, monthly, via a pay and display, plate or space method, or system of staffed and/or electronic/computerized kiosks, magnetized pass pads, etc.). The system must also include a problem resolution system to resolve lot and customer problems. The system must be auditable, tied to bidder's reporting, accounting, and cash management system(s), and reliable in any weather.
 4. A detailed list, a representative sampling, of any current or past contracts for or related to parking services or management with any private, municipal or state entity within the last five (5) years. Please include years, basic contact information, and estimated contract value.
 5. Bidder must list any lawsuits, administrative hearings, or other legal proceedings for or related to parking services or management in which bidder has been either a party or participant within the last five (5) years.

Any of the above information that is personally identifiable, confidential or proprietary information should be clearly marked as such and separated if possible.

B. Mandates

Failure to remit the following items in this section will result in the Department of Administrative Services - Facilities Management Division immediate rejection of a bid:

1. A letter from an insurance company or properly licensed broker, on its letterhead, duly licensed to conduct business within the state, specifying that the Bidder is qualified to meet and obtain the insurance requirements specified in **Attachment C** (the Draft Lease).
2. Bidder must provide at least three (3) written business references with whom the Bidder has had in the present or within the last five (5) years, contractual obligations to provide or related to parking management services or site lease. Said references must be from businesses with whom Bidder has provided such services or leased property in a similar fashion to this RFP. References must include contact information. References may be contacted and further references may be requested. These references should be in addition to any other references required elsewhere in this RFP (insurance, etc.).

C. Compensation to Milwaukee County

Failure to remit the following items in this section will result in the Department of Administrative Services - Facilities Management Division immediate rejection of a bid:

A minimum bid of Nine Hundred Thousand Dollars (\$900,000.00) (or \$300,000.00 per year) for the initial three (3) year term, plus a minimum bid of Three Hundred Thousand Dollars (\$300, 000.00) per year for any extended terms.

In addition to the annual lease payment an additional fixed fee of Ten Percent (10%) of sales revenue in excess of \$350,000 per lease year will be required; payable annually, thirty (30) days after the end of each lease year.

Monthly reporting to Milwaukee County of sales revenue will be required of lessee.

Should there be one or more qualified bidders, Milwaukee County reserves the right to request second round of 'price bid' only, as 'best and final offer' from each offeror in the competitive range.

Use **Attachment A** for required for submission.

Bidders should provide all of the following information in sub-sections D, E and F, to maximize points to be awarded as listed in Section V – Rule for Award and Evaluation Criteria. Bidders will be evaluated on the quality of the information provided in the following sections:

D. Description of Entity and Related Experience

1. A Complete written description and history of the business entity. Include bidder's company experience with this type of operation.
2. Resumes of all principals and managers. Department of Administrative Services - Facilities Management Division is looking for principals and managers that have demonstrated proof of experience of at least two (2) years in the operation and management of parking operations.
3. A list of the names and addresses of all principals who have more than a one percent (1%) financial interest in the business entity.
4. An "organizational chart," preferably in "tree" form, detailing the chain of command of the management and operating personnel of the company and the proposed operation at the Premises.
5. Bidder must provide a list and explanation of job descriptions for all anticipated operating personnel; a list of proposed staff at this location; and include experience and history of staff with the company. No names of actual staff are required.

E. Description of Property Use

1. Complete written description of the property use including but not limited to:
 - a. A description of a modern, dependable, and flexible pay system for patrons that considers convenience, safety, and speed for customers in obtaining tickets, paying fees, and obtaining immediate service in the event of a malfunction in any part of the system or other problems. A modern parking system would allow customers to pay by several means (cash, credit card, monthly, via a pay-and-display, plate or space method, or system of staffed and/or electronic/computerized kiosks, magnetized pass

- pads, etc.). Any proposed system must also include a problem resolution method to resolve lot and customer problems. The system must be auditable, tied to bidder's reporting, accounting, and cash management system(s), and reliable in any weather.
- b. Maintenance, general operations, staffing, training, and financial management plans including:
 - 1) The proposed use of the Premises using sketches or diagrams and including any structural additions, layout changes, signage, and cleaning plans.
 - 2) A description of equipment or contracts for equipment to operate the lot and any proposed parking system.
 - 3) Safety and security plans for the Premises, patrons and staff.
 - c. Any other aspects of Bidder's services including any customer service plan, emergency procedures, and policies and procedures.

F. Financial, Rate and Budget Information

- 1. Financial statements for the last two (2) fiscal years audited by a Certified Public Accountant, including profit and loss statements, balance sheets and cash flows or signed and filed federal and state tax returns for the last two (2) fiscal years.
- 2. Written evidence (i.e., letters, on letterhead) of bidders' positive and timely payment history. Said letters must reference payment histories from the last five (5) years. Said letters must be from actual payees who can be contacted.
- 3. If available, a Dun & Bradstreet or other credit history report or rating information.

V. Rule for Award and Evaluation Criteria

Department of Administrative Services - Facilities Management Division will select the responsive and responsible parking management bidder submitting the most advantageous bid, taking into consideration all quality requirements and comparative criteria as set forth in this RFP as well as compensation offered. The numerical point system described below will assist Department of Administrative Services - Facilities Management Division evaluators in reviewing comparative criteria among the bids.

Qualifications	Per Section IV A above	All Items Provided?
Mandates	Per Section IV B above	All Items Provided?
Other Criteria		Range of Points
Compensation to Milwaukee County	Per Section IV C above	60
Description of Entity and Related Experience	Per Section IV D above	0-20
Description of Property Use	Per Section IV E above	0-20
Financial Information	Per Section IV F above	0-20
Interviews	Per Section I above	NO POINTS
<i>Total Possible Points</i>		120

VI. Submission Location and Deadline

Bids must be delivered to the following exact mailing address:

Milwaukee County Clerk's Office
Attention: RFP # 938001
901 North 9th Street Room 105
Milwaukee, Wisconsin 53233

Bids must be received at the above address no later than, February 21, 2013 at 2:00 PM

VII. Bid Submission Format and Sequence

1. All bids shall be in writing, in a legible format and shall present in clear and sufficient detail the information requested in the RFP.
2. All items listed in the Bid Outline below must be completed, provided and or numbered in the order in which they appear below. Additional sheets may be attached where more space is required, but all responses should be referenced by an outline list number or section. Charts, diagrams and exhibits may be included. Proposal documents should be printed double-sided on 8½" x 11" paper.
3. Bidders must submit one (1) signed original and three (3) copies of their bid documents. Be sure that all copies are the same as the original, and include all required items. Be sure to include a completed Bid Submission Form (Attachment A).
4. All envelopes or containers shall be clearly labeled with "RFP # 938001, 601 North State Street Parking Lease and Parking Lot Operation" and include a return name and address on the outside of the envelope.
5. Please include a signed cover letter inside the envelope detailing: contact name, organization mailing address, telephone number (s), cellular telephone contact number(s), and email address(s). A list of contents should also be included.
6. Bids shall clearly state a bid offer in US Dollars for each year of operation. No special preference will be given to bids received early. No late entries will be considered.
7. Bidders should check the Milwaukee County Procurement website frequently prior to submitting bids for amendments, answers to questions, updates and any schedule changes.

Bid Outline and Submission Format

Submission Sequence

Cover Letter
Qualification Information
Mandates

Information Described

Section VII 5
Section IV A
Section IV B

Compensation to Milwaukee County	Section IV C
Description of Entity and Related Experience	Section IV D
Description of Property Use	Section IV E
Financial, Rate and Budget Information	Section IV F
Bid Submission Form	Attachment A - Completed
Acknowledgements and Conditions	Attachment B - Signed

Tips and Reminders:

- Bidders must submit one (1) signed original and three (3) copies of their bid documents. Be sure that all copies are the same as the original, and include all required items. Be sure to include a completed Bid Submission Form. Any information that is personally identifiable, confidential or proprietary information should be clearly marked as such and separated if possible.
- All envelopes or containers shall be clearly labeled, on the outside, with “RFP # 938001, 601 North State Street Parking Lease and Parking Lot Operation” and include a return name and address on the outside of the envelope.
- Please include a signed cover letter inside the envelope detailing: contact name, organization mailing address, telephone number (s), cellular telephone contact number(s), and email address(s). A list of contents should also be included.
- Bids shall clearly state a bid offer in US Dollars for each year of operation. Make sure all words and numbers match.
- No special preference will be given to bids received early. No late entries will be considered. Bidders should check the Milwaukee County Procurement website frequently prior to submitting bids for amendments, answers to questions, updates and any schedule changes.

ATTACHMENT A

Bid Submission Form

Milwaukee County Department of Administrative Services
Facilities Management Division
601 North State Street Parking Lease and Parking Lot Operation
RFP # 938001

TO:
Milwaukee County Clerk's Office
901 North 9th Street Room 105
Milwaukee, Wisconsin 53233

I, _____ (Bidder) acknowledge receipt of the Milwaukee County Department of Administrative Services - Facilities Management Division Request for Proposals for 601 North State Street Parking Lease and Parking Lot Operation and submit the following proposal in response thereto:

A. Bid Format

<i>Year</i>	<i><u>Minimum</u> bid/year</i>	<i>Additional bid amount</i>	<i>Total Bid</i>
2013	\$300,000		
2014	\$300,000		
2015	\$300,000		
2016 <i>if renewed/ extended</i>	\$300,000		
2017 <i>if renewed/ extended</i>	\$300,000		
Totals			

Plus Ten Percent (10%) sales revenue in excess of \$350,000 per lease year. Payable annually, 30 days after the end of each lease year.

B. Site Visit Verification

The scheduled Site Visit prior to bid submission is optional. The scheduled site visit will be held at the Premises on February 07, 2013. All Bidders though must certify that they have visited the site by providing this verification with their bid.

SITE INSPECTION VERIFICATION	
I _____, Bidder, visited the Premises site this _____ day of _____	
2013.	
_____	_____
Name	Signature
Title: _____	

C. References

Along with actual reference narrative, please fill out the chart below.

<i>Name/ Company</i>	<i>Contact Person and Title</i>	<i>Contact Info (telephone, e- mail)</i>	<i>Relationship/type of contract</i>	<i>Years</i>	<i>Estimated Contract Value</i>

ATTACHMENT B

Acknowledgements and Conditions

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Bid. The Proposer agrees that if its Bid is accepted, the Proposer will enter into a Lease Agreement with Milwaukee County.
- b. By submission of its response to this RFP, the Proposer authorizes Milwaukee County to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to Milwaukee County.
- c. This Bid constitutes a firm offer and individual(s) listed below have authority to make this Bid as a firm offer. This offer shall be held firm and open for a period of three (3) months, effective beginning the date bids are opened.
- d. Proposers are advised to base their bid only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to bidders' questions) issued by Milwaukee County and disseminated to all Proposers on Procurement website. Any questions about the bid must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the Procurement website for this RFP. Only questions, which in Milwaukee County's sole judgment materially affect the RFP, will be clarified in writing by Milwaukee County and posted to Procurement website and/or with copies sent to all Proposers. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of bids.
- e. Any costs or expenses incurred in the development of a bid in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents are provided as general information only. Milwaukee County makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Milwaukee County shall not create any obligation or liability whatsoever, and each Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold Milwaukee County Liable.
- g. By submission of its bid, the Proposer acknowledges that from and after the Lease Agreement commencement date, the sole basis for the right to operate the parking lot as specified in this RFP is by award of the Lease Agreement.
- h. Milwaukee County is soliciting competitive bids that such a process best serves the interests of Milwaukee County and the general public. The Bidder acknowledges Milwaukee County's right to accept or to reject any or all bids, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Bidders, to modify or amend with the consent of the Bidder any bid prior to acceptance, to waive any informality to effect any agreement otherwise, all as Milwaukee County in its sole judgment may deem to be in its best interest.

- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. The Bidder acknowledges that it has read, understood, and agrees to be bound by, all of the terms and conditional set forth in this RFP and any amendments, in its entirety.

Name of Business

Signature of individual submitting bid

Date _____

Printed Name and Title

ATTACHMENT C
Draft Lease Agreement

*THIS DRAFT LEASE CONTAINS THE BASIC MANDATORY TERMS AND CONDITIONS
REQUIRED BY MILWAUKEE COUNTY BUT MAY NOT CONTAIN ALL THE TERMS OF THE
ULTIMATE PERMIT AGREEMENT ISSUED TO THE WINNING BIDDER.*

**AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
AND**

**FOR THE
USE OF LAND LOCATED AT
601 WEST STATE STREET**

COMMENCING _____ and ENDING _____

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THIS INDENTURE, hereinafter called "AGREEMENT," made and entered into by and between MILWAUKEE COUNTY, through its DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT DIVISION, hereinafter called the "COUNTY" and _____, hereinafter called the "LESSEE".

WITNESSETH:

WHEREAS, the LESSEE is desirous of leasing for parking purposes, certain lands at 601 West State Street, Milwaukee WI at the said location as outlined on Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

**ARTICLE I
GRANT HABENDUM AND DEFINITIONS**

Section 101: Grant Clause and Habendum

- (a) The COUNTY hereby grants to the LESSEE and the LESSEE hereby receives from the COUNTY for the term of this AGREEMENT and according to the terms hereof, the area described in Exhibit "A" attached hereto and incorporated herein.
- (b) The grant herein shall not include subsurface land rights and COUNTY reserves the right to use said land and the space above and below it for any purpose not inconsistent with the grant herein or with the construction, maintenance or repair of the PROPERTY.
- (c) The LESSEE under the grant herein shall lease the premises subject to the easements of record, if any.

Section 102: Definitions

- (a) The term PROPERTY as used herein means the land described in Section 101 of this AGREEMENT, subject to the limitations contained therein.
- (b) The term IMPROVEMENTS as used herein means any structures, drainage, underground and above ground conduit, water lines, paving, wheel stops, protection devices, landscaping, fencing, walks, or attendant's house, pedestal-mounted coin or token units, gates and gate arms, and such other facilities and components as may be required to control and supervise the parking, pursuant to this AGREEMENT.

**ARTICLE II
GENERAL**

Section 201: Term

The term of this AGREEMENT shall be for a period of five (5) years commencing on the date agreed upon in Section 202 hereof. If the LESSEE holds over, the holdover shall be regarded as creating a month-to-month tenancy upon the same terms, covenants and conditions as are contained in the AGREEMENT and as are applicable during the portion of the term thereof immediately prior to the holdover.

Section 202: Covenant for rent for use of land

The LESSEE agrees to pay a monthly rental in the sum of _____ and N0/100 Dollars (\$_____.00) payable in advance to the COUNTY on

or before the 1st day of _____, 2013, and on the 1st day of each and every month during the term of the AGREEMENT.

Payment shall be mailed to:

Milwaukee County Facilities Management
Milwaukee County Courthouse - Room G1
901 North 9th Street
Milwaukee WI 53233

Section 203: Right of Entry

The COUNTY shall have the right to enter the PROPERTY or any improvements erected thereon during the term of this AGREEMENT for purposes of inspection or construction, for maintenance or repair, or for any other matters reasonably related to the terms of this AGREEMENT.

Section 204: Maintenance

The LESSEE shall conduct its operations as necessary to facilitate the COUNTY in maintaining the COUNTY's facilities in, on or under the PROPERTY.

The COUNTY shall provide 30-days notice to LESSEE explaining the extent and the nature of repairs, along with a proposed time schedule, in order that the area designated for repair or maintenance is vacated during the actual operations. Normal and routine maintenance to be performed by COUNTY shall be scheduled in consultation with LESSEE so as not to unreasonably disrupt LESSEE's use of the PROPERTY.

In an emergency, no advance notice will be given and COUNTY will conduct maintenance procedures at once without any prior notice. Rent shall abate on a per stall per day basis for the areas vacated under this section. The per stall rental rate shall be the rental rate for the area leased at the time of vacation divided by the stalls existing at the time of vacation.

ARTICLE III RESTRICTIONS

Section 301: Restrictions and Controls on Use

- (a) The LESSEE will not, in any manner during the term of this AGREEMENT, sublease, assign, transfer (including transfer of stock ownership), convey or encumber any of the leasehold rights received herein from the COUNTY nor any of the IMPROVEMENTS constructed within the PROPERTY without prior written approval of the COUNTY.
- (b) No storage or use on the PROPERTY of any materials or supplies deemed by the COUNTY to be a potential fire or other hazard.

- (c) The operation and maintenance of the PROPERTY will be subject to reasonable regulation by the COUNTY to protect against fire or other hazards of any nature impairing the use, safety, or appearance of the PROPERTY.
- (d) The occupancy and use of the PROPERTY shall not be such as will permit objectionable smoke, fumes, steam, vapors, or odors.
- (e) Advertising signs, displays, lighting, control and directional lights or devices will be subject to prior written approval of the COUNTY, and shall in all respects conform to federal, state, and local requirements: reserving to the COUNTY the right to restrict number, size, location and design.
- (f) The PROPERTY shall be used exclusively for the parking of operable passenger vehicles (including vans, and light trucks) and at no time shall semi-trucks or trailers be parked thereon. Any change in the authorized use of the PROPERTY is subject to prior written approval by the COUNTY. Commercial or retail uses of any kind, and servicing motor vehicles are prohibited.
- (g) At no time shall any vehicle be used as living or sleeping quarters while parked on the PROPERTY.
- (h) LESSEE will grandfather, for a period of twelve (12) months, from the beginning of the AGREEMENT, all current monthly contract holders at the current established rate. Contract rates for newly established customers at the inception of this AGREEMENT may be established by LESSEE.

ARTICLE IV IMPROVEMENTS

Section 401: Improvements

- (a) LESSEE shall not make any improvements in, on or upon the PROPERTY, and no alterations shall be made in, on, or upon the PROPERTY without written approval of the COUNTY under penalty of forfeiture of this AGREEMENT and payment of damages. Requests by LESSEE to develop, improve or alter the PROPERTY shall be in writing and accompanied by detailed plans and specifications, covering proposed development, improvement or alteration. Upon written approval by the COUNTY of all plans and specifications for any improvement or alteration, construction by LESSEE shall be in accordance with such approved plans and specifications.
- (b) Any improvements by LESSEE approved in writing by the COUNTY shall be constructed at no cost to the COUNTY and be completed within six (6) months of having received COUNTY's approval. LESSEE shall be responsible for the regular maintenance and repair of said improvements, which shall become the property of the COUNTY upon termination of this AGREEMENT at no cost to COUNTY.

- (c) The LESSEE shall make application, secure and pay for all permits, licenses or other authorizations required by authority of federal, state or local laws, ordinances, codes and other regulatory measures in connection with the conduct of the operation of parking lots and the LESSEE shall pay all fees, taxes and charges assessed under federal, state and local laws or ordinances insofar as they are applicable, including real estate taxes, if any.
- (d) LESSEE shall preserve and protect during the term of this AGREEMENT all existing appurtenances, such as downspouts, cleanout pipes, storm sewers, manholes, sewer laterals and all existing utility facilities from damage due to the use of the parking lot.
- (e) LESSEE shall in all respects conform to the federal requirements, the state and COUNTY laws and ordinances and to the ordinances and regulations of the City of Milwaukee governing the operation and maintenance of public parking lots. If a parking attendant building is desired it shall be constructed of non-combustible materials.
- (f) LESSEE shall, at their expense, fill all potholes, if any, and complete the crack filling and seal coating of the lot no later than two hundred seventy (270) days after the inception of the lease. If these improvements are not completed by above deadline the COUNTY may, at its option, either make the improvements and bill LESSEE the costs thereof or terminate this AGREEMENT. The LESSEE shall inform the COUNTY when the crack filling and seal coating is to begin. The COUNTY will inspect the work as it proceeds to insure compliance with the following specifications:

The LESSEE shall, at its expense, furnish materials, labor and equipment for crack sealing and seal coating the parking area.

MATERIAL:

1. Material for filling cracks shall be hot poured crack sealer CRAFCO #211 or equivalent.
2. The seal coat material shall be a coal tar pitch emulsion for coating bituminous pavements and shall meet the requirements of Federal Specification R-P-355d, dated April 16, 1965.

SEALING OF BITUMINOUS PAVEMENT:

Surface preparation shall include the burning off and scraping of all oil and grease spillage, sealing of treated spillage areas with a solution of one part isopropyl alcohol and one part shellac, painting over the original (not existing) yellow lines with black paint, cleaning out cracks larger than 1/8" by air blasting and then filled with hot pour joint sealant, and cleaning the entire surface with a power broom and high velocity blower.

The coal tar pitch emulsion shall be applied in two (2) coats with a minimum coverage of two (2) gallons per 100 square feet total. Silica sand shall be added to the first coat at the rate of four (4) to six (6) pounds per gallon of sealer. The material shall be applied by squeegee, brush or by approved mechanical methods.

- (g) LESSEE shall, at its expense, comply with any applicable requirements of the American with Disabilities Act of 1990, and any subsequent revisions thereto, to protect the civil rights of the disabled.

ARTICLE V MAINTENANCE AND REPAIR

Section 501: Maintenance

- (a) LESSEE shall at all times keep or cause to be kept in good repair, including removal of graffiti, any IMPROVEMENTS constructed on the PROPERTY. Whenever, in the judgment of the COUNTY, such repairs have not been made and it is necessary to effect the same, the COUNTY shall notify the LESSEE in writing, setting forth the nature of the repairs that are required. If the nature of the repairs so set forth is of an emergency nature, the LESSEE shall immediately undertake to make such repairs and complete the same in a time and manner satisfactory to the COUNTY. In non-emergency cases, the LESSEE shall, within thirty (30) days of receipt of the notice from the COUNTY take the remedial action required. If a condition arises which, in the judgment of the COUNTY, constitutes an immediate and serious threat to the safety of the public and the LESSEE, having been notified, shall have failed or been unable to remedy the same within a time, which, in the judgment of the COUNTY is reasonable, then, and in that event, the COUNTY shall, without the consent of the LESSEE, have the right to enter in and upon the PROPERTY and, at LESSEE's expense, make such repairs as it deems necessary, and all expenses and costs of making such repairs shall constitute charges due to the COUNTY by LESSEE which shall be due immediately upon demand.
- (b) The LESSEE shall at no expense to the COUNTY keep and maintain the PROPERTY free from pot-holes, surface cracks and irregularities, rubbish, paper, cans, trash and debris and inflammable materials of every description and at all times in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, aesthetic and pleasing appearance consistent with the location will be required. LESSEE shall, at his own expense, mow and maintain grassed areas, including abutting street right-of-way and during the winter months the LESSEE shall at his own expense remove the snow and ice from the PROPERTY and abutting sidewalks.

Section 502: Changes

- (a) It is expressly provided and agreed by the parties hereto that should the COUNTY determine at its sole discretion that it is necessary to construct IMPROVEMENTS, remove any existing IMPROVEMENTS, reconstruct or extensively modify existing

IMPROVEMENTS, or require any portion of the PROPERTY for any other transportation or public use, including but not limited to selling the PROPERTY, the COUNTY may partially or completely terminate this AGREEMENT, without recourse to COUNTY upon 30-days written notice to LESSEE. In the event of such modification or termination, the provisions of Section 503 herein shall apply, unless otherwise modified in writing by the parties.

- (b) In the event of any such change or addition that results in a decrease or increase in usable property under the terms of this AGREEMENT, the COUNTY will modify, as required, the area leased and the contract rental shall be adjusted on a per stall basis. The per stall rental rate shall be the contract rental for the PROPERTY divided by the number of parking stalls existing at the time of change. The contract rental shall increase or decrease by the per stall rental rate. The PROPERTY relinquished by the LESSEE due to a decrease in the leased area or any increase in the leased area will continue to vest in the COUNTY.

Section 503: Retention of Improvements

Upon expiration of the term of this AGREEMENT, or prior termination either by mutual agreement or pursuant to the provisions hereof, all IMPROVEMENTS on the PROPERTY will become the property of the COUNTY, subject to the right of the COUNTY to require the LESSEE to remove part or all of the physical improvements above the parking lot paving at no cost to the COUNTY.

ARTICLE VI INDEMNIFICATION AND INSURANCE

Section 601: Indemnification

- (a) To the fullest extent permitted by law, the LESSEE agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of LESSEE, or its agents which may arise out of or care connected with the activities covered by this AGREEMENT.
- (b) LESSEE assumes liability for bodily injury and property damage resulting from falling objects, snow, ice, or salt which may or may not result from snow removal or ice control activities.

Section 602: Reimbursement in Respect of Certain Litigation

- (a) The LESSEE shall pay all costs and expenses which may be incurred by, and any monies due under any judgment or decree rendered against, the COUNTY from time to time (1) in defending any suit or proceeding brought against the COUNTY for the violation by the LESSEE, while this AGREEMENT is in effect, of any present or future law or ordinance

applicable to the PROPERTY, or (2) in defending any action or suit for damages because of any failure, neglect or default on the part of the LESSEE (except such failure or default as may be due to conditions as to which the LESSEE can exercise no effective control) in respect of any obligation, agreement, or undertaking required by this AGREEMENT to be performed or observed by the LESSEE.

- (b) The LESSEE shall also pay all costs and expenses which may be incurred by the COUNTY, in successfully enforcing compliance with the provisions of this AGREEMENT by the LESSEE, as well as any monies due under any judgment or decree rendered in favor of the COUNTY in connection therewith. If the COUNTY shall be made a party to any litigation with respect to any matter growing out of this AGREEMENT as to which the LESSEE is solely at fault, the LESSEE shall pay all judgments, decrees and costs, or expenses incurred by or imposed on the COUNTY in connection therewith. Any such costs, expenses, judgments and decrees shall, if paid by the COUNTY, be treated as amounts payable by the LESSEE to the COUNTY with interest thereon at the rate of twelve percent (12%) per annum from date the same is paid by the COUNTY to the date of payment thereof by the LESSEE. The COUNTY shall promptly notify the LESSEE in writing of the date of payment and the amount of any such cost, expenses, judgments and decrees so paid by it.

Section 603: Insurance

LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General, Garage Keepers Legal, and Automobile Liability coverage in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All State Coverage	Statutory
Employer's Liability	\$100,000/\$500,00/\$100,000
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/Completed Ops	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Garage Keepers Legal Liability	

To include coverage for Fire, Theft, Collision, etc. \$1,000,000 Per Occurrence

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident
All Autos-Owned, non-owned
and/or hired
Uninsured Motorists Per Wisconsin Requirements

Comprehensive Crime Coverage \$100,000 Per Accident

To include fidelity, theft, money and securities, inside and outside to protect the COUNTY's interest in loss of funds by embezzlement, theft, fire, etc.

MILWAUKEE COUNTY, as its interests may appear, shall be named as additional insured for General, Automobile, Garage Keepers Legal, and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the COUNTY for the duration of this AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this AGREEMENT. No tenancy shall be deemed to exist until the certificate of insurance is filed with the COUNTY.

The insurance requirements contained within this AGREEMENT are subject to periodic review and adjustment by the County Risk Manager.

Section 604: Noncancellation Clause

All insurance agreements shall provide that they may not be canceled or terminated until at least thirty (30) days written prior notice shall have been given to the COUNTY stating the date and time that such insurance agreements are to be canceled or terminated. In the event the LESSEE shall fail to maintain the insurance coverage required by Section 603, the AGREEMENT shall automatically terminate at COUNTY's option as of the date that such insurance is no longer in force and effect.

Section 605: Insurance Does Not Waive Lessee's Obligations

No acceptance or approval by the COUNTY of any insurance agreement or agreements shall relieve or release or be construed to relieve or release the LESSEE from any liability, duty or obligation assumed or imposed upon it by the provisions of the AGREEMENT.

ARTICLE VII
RIGHTS, REMEDIES and PROCEDURES
IN THE EVENT OF BREACH

Section 701: Default in Rent

- (a) A failure of the LESSEE TO PAY ANY MONTHLY RENTAL ON OR BEFORE the due date shall constitute a default.
- (b) At any time after a default in payment as provided in subsection (a), the COUNTY may at its option terminate the AGREEMENT. The COUNTY shall give written notice of the default, and the LESSEE shall have ten (10) days in which to pay the rent due. In the event of termination, this AGREEMENT shall expire as fully and completely as if that date were the date herein expressly fixed for the expiration of the term; and the LESSEE shall thereupon quit and surrender to the COUNTY the PROPERTY and any IMPROVEMENTS.

Section 702: Other Breaches

A failure on the part of any party to this AGREEMENT to observe or perform any of the other terms, covenants or conditions for which provision is not otherwise made in this AGREEMENT or in Sections 701, 702, and 703 of this AGREEMENT, which failure persists after the expiration of thirty (30) days from the date of written notice to such party setting forth such failure (or such longer period as shall be reasonably necessary to correct the failure in question, including without limitation delays resulting from causes not due to the fault or neglect of such party) shall entitle the other party to pursue such actions and proceedings as may be necessary to compel specific performance and payment of all damages and reasonable expenses and costs and/or to terminate this agreement.

Section 703: Subsequent Defaults

Upon the occurrence of each default, the LESSEE and the COUNTY shall have the rights and remedies they are entitled to under the preceding Sections.

Section 704: Obligations and Rights and Remedies Cumulative

- (a) The respective obligations of the LESSEE and COUNTY pursuant to this AGREEMENT shall be cumulative, and the reference to any such obligation shall not be construed as a limitation on any other obligation.

- (b) The respective rights and remedies of the LESSEE and the COUNTY, whether provided by this AGREEMENT or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise at the same or at different times, or any other such rights or remedies for the same default, or for the same failure of the LESSEE to perform or observe the covenants contained in this AGREEMENT.

Section 705: Nonaction in Respect of Failure or Defaults not to Constitute Waiver

Any failure by the LESSEE or the COUNTY to take any action with respect to any failure of the COUNTY or LESSEE, respectively, to perform or observe any of the covenants contained in this AGREEMENT or with respect to any default on the part of the LESSEE or COUNTY hereunder (whether before or after any suit or judgment has been filed or obtained against the LESSEE by the COUNTY or against the COUNTY by the LESSEE in connection therewith) shall not be construed to be a waiver of such failure or default in respect of the provision of this AGREEMENT involved or any other part of this AGREEMENT or of this AGREEMENT as an entirety.

Section 706: Bond - Letter of Credit

LESSEE shall secure or cause to be secured, for the five (5) year lease term a bond or letter of credit in the minimum amount of one month's rental covering the faithful performance of the AGREEMENT and the payment of all obligations arising thereunder with sureties authorized to transact business in the State of Wisconsin. This provision is in addition to and shall not affect other remedies and provisions of Sections 701, 702, 703, 704 and 705.

The LESSEE shall deliver the required letter of credit to the COUNTY on or before receipt of an approved executed lease agreement. No tenancy shall be deemed to exist until the required bond or letter of credit is received by the COUNTY.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 801: Modifications or Amendments

This AGREEMENT may be amended only by written document duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto.

Section 802: Approvals and Notices

- (a) This AGREEMENT is subject to the approval of the County Board of Supervisors.
- (b) Whenever, under this AGREEMENT, approvals, authorizations, determinations, satisfactions, notices or waivers are authorized or required, such shall be effective and valid only when given in writing, signed by a duly authorized representative of the LESSEE or COUNTY and delivered to the principal office of the party to whom it is directed.

- (c) Any such notice or demand shall be deemed to have been given at the time it shall have been deposited in the United States mail, postpaid and registered or certified.

Section 803: Audit

Pursuant to Milwaukee County ordinance section 56.30(6)(e), LESSEE shall allow the COUNTY or any other party the COUNTY may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by LESSEE, including but not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this AGREEMENT, all at no cost to the COUNTY. Any subcontracting by LESSEE in performing the duties described under this AGREEMENT shall subject the subcontractor or associates to the same audit terms and conditions as LESSEE. The LESSEE (or any subcontractor) shall maintain and make available to the COUNTY the aforementioned audit information for no less than three (3) years after the conclusion of this AGREEMENT.

Section 804: Delinquent Payments

- (a) Interest. Unless waived by the County Board of Supervisors, LESSEE shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this AGREEMENT with COUNTY. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1). Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- (b) Penalty. In addition to the interest described above, LESSEE may be responsible for payment of penalty on amounts not remitted in accordance with the terms of this AGREEMENT with COUNTY, as may be determined by the administrator of this AGREEMENT, or designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in the COUNTY Ordinance Subsection 6.06(1) and Subsection 74.47(2). Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- (c) Audit Results. If, as a result of any audit carried out by the COUNTY as permitted herein, additional amounts are disclosed to be due and owing to COUNTY, interest and penalty shall be calculated thereon in accordance with the above method. LESSEE shall remit to COUNTY any additional amounts identified due and owing for the audit

including interest and penalty thereon within thirty (30) days following receipt of the audit report by COUNTY.

- (d) Nonexclusivity. This provision permitting collection of interest and penalty by COUNTY on delinquent payments is not to be considered the COUNTY'S exclusive remedy for LESSEE's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by COUNTY of any other remedy permitted under the AGREEMENT, including but not limited to termination of this AGREEMENT.

Section 805: How Agreement Affected by Provisions Being Held Invalid

If any provision of this AGREEMENT is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable State or Federal laws, rules and regulations.

Section 806: Independent Contractor

The COUNTY and LESSEE agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other. This AGREEMENT does not make or appoint, and nothing contained in this AGREEMENT shall be construed to appoint, either Party as an agent of the other, or to create a partnership or joint venture between the Parties. Neither Party shall act or represent itself as an agent of the other, and shall not bind or obligate the other in any manner.

Section 807: Execution of Multiple Originals

For the convenience of the parties, this AGREEMENT was executed in multiple originals, each of which and any one of which may be introduced in evidence or used for any other purpose.

Section 808: Nondiscrimination

During the performance of this AGREEMENT, the LESSEE, for itself, its successors in interest and assignees, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that:

Section 809: Code of Ethics

No person may offer or give to any County elected official or employee, directly or indirectly, and no County elected official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This Section does not prohibit an elected official or employee from engaging in outside employment.

Section 810: Disadvantaged/Small Business Enterprise

LESSEE shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with the COUNTY's DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve these goals.

Section 811: Affirmative Action Program

LESSEE agrees that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. LESSEE also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be its responsibility to show that it has met all such requirements.

The said parties have hereunto set their hands and seals this _____ day of _____, 20__.

MILWAUKEE COUNTY, LESSOR

By: _____
Chris Abele
County Executive

_____, LESSEE

By: _____
Name: _____
Title: _____

Approved as to form and independent status: Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

ATTACHMENT D

Due Diligence Requirements

Milwaukee County Administrative Manual section 7.92 - Due Diligence

CHECKLIST. Prior to recommending any venture for consideration, responsible County agencies shall ensure that any of the following applicable factors have been identified:

- Letter of Full Disclosure and Cooperation
- Cash flow projections for the venture.
- Operating budget impact.
- Debt management responsibilities, schedules and procedures.
- Legal liability for all priorities.
- Financial reporting systems and controls.
- Right-to-audit provisions.
- Project feasibility studies and market analysis.
- Key factors for success/failure of the venture.
- Governance structure and procedures.
- Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).
- Employee/labor relations impacts (including benefits).
- Environmental concerns.
- Tax consequences.
- Capital management (e. g. maintenance).
- Conflicts of interest/ethics.
- Performance measurements.
- Organization Chart and Mission Statement
- Name of Lending institution or Bank to determine single or combined reporting

Each relevant item noted above should be provided prior to executing the lease agreement for approval by the County Executive and County Board.

**AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
FACILITIES MANAGEMENT DIVISION
AND
INTERSTATE PARKING COMPANY LLC
FOR THE
USE OF LAND LOCATED AT
601 WEST STATE STREET**

COMMENCING July 1, 2013 and ENDING June 30, 2016

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- Section 810: Disadvantaged/Small Business Enterprise
- Section 811: Affirmative Action Program

THIS INDENTURE, hereinafter called "AGREEMENT," made and entered into by and between MILWAUKEE COUNTY, through its DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT DIVISION, hereinafter called the "COUNTY" and INTERSTATE PARKING COMPANY LLC, hereinafter called the "LESSEE".

WITNESSETH:

WHEREAS, the LESSEE is desirous of leasing for parking purposes, certain lands at 601 West State Street, Milwaukee WI at the said location as outlined on Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

ARTICLE I
GRANT HABENDUM AND DEFINITIONS

Section 101: Grant Clause and Habendum

- (a) The COUNTY hereby grants to the LESSEE and the LESSEE hereby receives from the COUNTY for the term of this AGREEMENT and according to the terms hereof, the area described in Exhibit "A" attached hereto and incorporated herein.
- (b) The grant herein shall not include subsurface land rights and COUNTY reserves the right to use said land and the space above and below it for any purpose not inconsistent with the grant herein or with the construction, maintenance or repair of the PROPERTY.
- (c) The LESSEE under the grant herein shall lease the premises subject to the easements of record, if any.

Section 102: Definitions

- (a) The term PROPERTY as used herein means the land described in Section 101 of this AGREEMENT, subject to the limitations contained therein.
- (b) The term EQUIPMENT as used herein means those items installed or upgraded by LESSEE including any canopies, underground and above ground conduit, protection devices, signage, surface parking pavement, lighting and pedestal-mounted pay station kiosks, pursuant to this AGREEMENT. Any of the aforementioned EQUIPMENT existing on the PROPERTY prior to the date of this AGREEMENT, or installed by anyone other than LESSEE during the term, are specifically exempted from the term EQUIPMENT as used throughout this AGREEMENT.
- (c) The term GROSS REVENUE as used herein means LESSEE's total revenue collections from the PROPERTY under this AGREEMENT less related credit card processing fees and sales tax.
- (d) The term LEASE YEAR as used herein means each 12 month period from July 1st through June 30th.
- (e) The term NON-SPORTS event as used herein means any event not directly related to the Milwaukee Bucks National Basketball Association Franchise, the University of Marquette Men's Basketball Team, and the Milwaukee Wave Professional Indoor Soccer Team.

ARTICLE II

GENERAL

Section 201: Term

The term of this AGREEMENT shall be for a period of three (3) years commencing on the date agreed upon in Section 202 hereof (“INITIAL TERM”). If this AGREEMENT has not been otherwise terminated prior to the expiration of this three -year term, COUNTY and LESSEE may mutually agree to extend this AGREEMENT for an additional 12-month period (“EXTENSION”). COUNTY and LESSEE may mutually agree to up to two EXTENSIONS after the conclusion of the INITIAL TERM. If the LESSEE holds over after the expiration of the INITIAL TERM or any mutually agreeable EXTENSION, the holdover shall be regarded as creating a month-to-month tenancy upon the same terms, covenants and conditions as are contained in the AGREEMENT and as are applicable during the portion of the term thereof immediately prior to the holdover.

Section 202: Covenant for rent for use of land

During the INITIAL TERM the LESSEE agrees to pay annual rental in the sum of Three Hundred Thousand and N0/100 Dollars (\$300,000.00) payable in advance in monthly installments, in the amounts as set forth in Exhibit “B” (the “BASE RENT”) to the COUNTY on or before the 10th day of June, 2013, and on the 10th day of each and every month during the INITIAL TERM. During any mutually agreeable EXTENSION of this AGREEMENT, the LESSEE agrees to pay BASE RENT in the sum of Three Hundred Five Thousand 00/100 Dollars (\$305,000.00) payable in advance in monthly installments, in amounts as set forth in Exhibit “B” before the 10th day of each and every month during the EXTENSION.

In addition to the BASE RENT, LESSEE shall pay additional annual rent in the amount of 10% of GROSS REVENUE in excess of \$350,000 per LEASE YEAR (the “PERCENTAGE RENT”). Such PERCENTAGE RENT shall be paid within 30 days of the end of each LEASE YEAR.

Payment(s) shall be mailed to:

Milwaukee County Facilities Management
Milwaukee County Courthouse - Room G1
901 North 9th Street
Milwaukee WI 53233

Section 203: Right of Entry

The COUNTY shall have the right to enter the PROPERTY or any improvements erected thereon during the term of this AGREEMENT for purposes of inspection or construction, for maintenance or repair, or for any other matters reasonably related to the terms of this AGREEMENT.

Section 204: Maintenance

The LESSEE shall conduct its operations as necessary to facilitate the COUNTY in maintaining the COUNTY's facilities in, on or under the PROPERTY.

The COUNTY shall provide 30-days' notice to LESSEE explaining the extent and the nature of repairs, along with a proposed time schedule, in order that the area designated for repair or maintenance is vacated during the actual operations. Normal and routine maintenance to be performed by COUNTY shall be scheduled in consultation with LESSEE so as not to unreasonably disrupt LESSEE's use of the PROPERTY.

In an emergency, no advance notice will be given and COUNTY will conduct maintenance procedures at once without any prior notice. Rent shall abate on a per stall per day basis for the areas vacated under this section. The per stall rental rate shall be the rental rate for the area leased at the time of vacation divided by the stalls existing at the time of vacation.

ARTICLE III RESTRICTIONS

Section 301: Restrictions and Controls on Use

- (a) The LESSEE will not, in any manner during the term of this AGREEMENT, sublease, assign, transfer (including a transfer of voting control of the LESSEE), convey or encumber any of the leasehold rights received herein from the COUNTY nor any of the EQUIPMENT constructed within the PROPERTY without prior written approval of the COUNTY.
- (b) The LESSEE will not store or use on the PROPERTY any materials or supplies deemed by the COUNTY to be a potential fire or other hazard, except gasoline and other automotive fuels and products contained within user automobiles.
- (c) The operation and maintenance of the PROPERTY will be subject to reasonable regulation by the COUNTY to protect against fire or other hazards of any nature impairing the use, safety, or appearance of the PROPERTY.
- (d) The occupancy and use of the PROPERTY shall not be such as will permit objectionable smoke, fumes, steam, vapors, or odors.
- (e) Advertising signs, displays, lighting, control and directional lights or devices will be subject to prior written approval of the COUNTY, and shall in all respects conform to federal, state, and local requirements: reserving to the COUNTY the right to restrict number, size, location and design. The EQUIPMENT installations pursuant to this Section 301 (e) are included in Exhibit "C." Upon expiration of the INITIAL TERM of this AGREEMENT, or prior termination either by mutual agreement or pursuant to the

provisions hereof, LESSEE shall provide COUNTY with copies of receipts directly related to the actual costs of the EQUIPMENT included in Exhibit "C."

- (f) The PROPERTY shall be used exclusively for the parking of operable passenger vehicles (including vans, and light trucks) and at no time shall semi-trucks or trailers be parked thereon. Any change in the authorized use of the PROPERTY is subject to prior written approval by the COUNTY. Commercial or retail uses of any kind, and servicing motor vehicles, are prohibited.
- (g) At no time shall any vehicle be used as living or sleeping quarters while parked on the PROPERTY.
- (h) LESSEE will grandfather, for a period of twelve (12) months, from the beginning of the AGREEMENT, all current monthly contract holders at the current established rate of \$80.00 per month including sales tax. Contract rates for newly established customers at the inception of this AGREEMENT may be established by LESSEE. Reasonable daily and special event rates shall be established by LESSEE.

ARTICLE IV IMPROVEMENTS

Section 401: Improvements

- (a) LESSEE shall not make any improvements in, on or upon the PROPERTY, and no alterations shall be made in, on, or upon the PROPERTY without prior written approval of the COUNTY under penalty of forfeiture of this AGREEMENT and payment of damages. Requests by LESSEE to develop, improve or alter the PROPERTY shall be in writing and accompanied by detailed plans and specifications, covering proposed development, improvement or alteration. Upon written approval by the COUNTY of all plans and specifications for any improvement or alteration, construction by LESSEE shall be in accordance with such approved plans and specifications. The initial approved EQUIPMENT, pursuant to this Section 401 are included as Exhibit "C".
- (b) Any improvements by LESSEE approved in writing by the COUNTY shall be constructed at no cost to the COUNTY and be completed within six (6) months of having received COUNTY's approval. LESSEE shall be responsible for the regular maintenance and repair of said improvements, which shall become the property of the COUNTY upon termination of this AGREEMENT at no cost to COUNTY, subject to the requirements of Section 503 of this Agreement.
- (c) The LESSEE shall make application, secure and pay for all permits, licenses or other authorizations required by authority of federal, state or local laws, ordinances, codes and other regulatory measures in connection with the conduct of the operation of parking lots and the LESSEE shall pay all fees, taxes and charges assessed under federal, state and local laws or ordinances insofar as they are applicable, including real estate taxes, if any.

- (d) COUNTY shall preserve, protect and maintain during the term of this AGREEMENT all existing appurtenances to the PROPERTY, such as downspouts, cleanout pipes, storm sewers, manholes, sewer laterals and all existing utility facilities from damage due to the use of the parking lot. LESSEE shall monitor any storm sewers on or immediately adjacent to the PROPERTY for potential blockages, and shall notify the COUNTY immediately if any storm sewer is completely or substantially blocked.
- (e) LESSEE shall in all respects conform to the federal requirements, the state and COUNTY laws and ordinances and to the ordinances and regulations of the City of Milwaukee governing the operation and maintenance, subject to Section 501 of this AGREEMENT, of public parking lots. If a parking attendant building is desired it shall be constructed of non-combustible materials.
- (f) LESSEE shall, at its expense, fill all potholes, if any, and complete the crack filling and seal coating of the lot no later than two hundred seventy (270) days after the inception of the lease. If these improvements are not completed by above deadline the COUNTY may, at its option, either make the improvements and bill LESSEE the costs thereof or terminate this AGREEMENT. The LESSEE shall inform the COUNTY when the crack filling and seal coating is to begin. The COUNTY will inspect the work as it proceeds to insure compliance with the following specifications:

The LESSEE shall, at its expense, furnish materials, labor and equipment for crack sealing and seal coating the parking area.

MATERIAL:

1. Material for filling cracks shall be hot poured crack sealer CRAFCO #211 or equivalent.
2. The seal coat material shall be a coal tar-free product for coating bituminous pavements and shall meet the requirements of Federal Specification R-P-355d, dated April 16, 1965.

SEALING OF BITUMINOUS PAVEMENT:

Surface preparation shall include the burning off and scraping of all oil and grease spillage, sealing of treated spillage areas with a solution of one part isopropyl alcohol and one part shellac, painting over the original (not existing) yellow lines with black paint, cleaning out cracks larger than 1/8" by air blasting and then filled with hot pour joint sealant, and cleaning the entire surface with a power broom and high velocity blower.

The coal tar-free product shall be applied in two (2) coats with a minimum coverage of two (2) gallons per 100 square feet total. Silica sand shall be added to the first coat at the rate of four (4) to six (6) pounds per gallon of

sealer. The material shall be applied by squeegee, brush or by approved mechanical methods.

- (g) As to the EQUIPMENT, LESSEE shall, at its expense, comply with any applicable requirements of the American with Disabilities Act of 1990, and any subsequent revisions thereto, to protect the civil rights of the disabled. Any compliance requirements under this sub-section (g) applicable to the PROPERTY, other than the EQUIPMENT, shall be the sole responsibility and at the sole cost of COUNTY.

ARTICLE V

MAINTENANCE AND REPAIR

Section 501: Maintenance

- (a) LESSEE shall at all times keep or cause to be kept in good repair, including removal of graffiti, any EQUIPMENT constructed on the PROPERTY. Whenever, in the judgment of the COUNTY, such repairs have not been made and it is necessary to effect the same, the COUNTY shall notify the LESSEE in writing, setting forth the nature of the repairs that are required. If the nature of the repairs so set forth is of an emergency nature, the LESSEE shall immediately undertake to make such repairs and complete the same in a time and manner satisfactory to the COUNTY. In non-emergency cases, the LESSEE shall, within thirty (30) days of receipt of the notice from the COUNTY take the remedial action required. If a condition regarding the EQUIPMENT arises which, in the judgment of the COUNTY, constitutes an immediate and serious threat to the safety of the public and the LESSEE, having been notified, shall have failed or been unable to remedy the same within a time, which, in the judgment of the COUNTY is reasonable, then, and in that event, the COUNTY shall, without the consent of the LESSEE, have the right to enter in and upon the PROPERTY and, at LESSEE's expense, make such repairs as it deems necessary, and all expenses and costs of making such repairs shall constitute charges due to the COUNTY by LESSEE which shall be due immediately upon demand.
- (b) The LESSEE shall at no expense to the COUNTY keep and maintain the PROPERTY reasonably free from pot-holes, surface cracks and irregularities (sink holes and other sub-surface irregularities and conditions excluded), rubbish, paper, cans, trash and debris and inflammable materials of every description and at all times in an orderly, clean, safe and sanitary condition consistent with the condition of other downtown Milwaukee automated surface parking lots. A high standard of cleanliness, aesthetic and pleasing appearance consistent with the location will be required. LESSEE shall, at its own expense, mow and maintain grassed areas, including abutting street right-of-way and during the winter months the LESSEE shall at its own expense perform snow plowing and ice control on the PROPERTY and abutting sidewalks.

Section 502: Changes

- (a) It is expressly provided and agreed by the parties hereto that should the COUNTY determine at its sole discretion that it is necessary to construct improvements, remove any

existing improvements, reconstruct or extensively modify existing improvements, or require any portion of the PROPERTY for any other transportation or public use, including but not limited to selling the PROPERTY, the COUNTY may partially or completely terminate this AGREEMENT, without recourse to COUNTY upon 30-days written notice to LESSEE. In the event of such modification or termination, the provisions of Section 503 herein shall apply, unless otherwise modified in writing by the parties.

(b) In the event of any such change or addition that results in a decrease or increase in usable property under the terms of this AGREEMENT, the COUNTY will modify, as required, the area leased and the contract rental shall be adjusted on a per-stall basis. The per-stall rental rate shall be the contract rental for the PROPERTY divided by the number of parking stalls existing at the time of change. The contract rental shall increase or decrease by the per stall rental rate. The PROPERTY relinquished by the LESSEE due to a decrease in the leased area or any increase in the leased area will continue to vest in the COUNTY.

(c) If:

(i) any law, or amendment of an existing law, comes into force, whether federal, state, county or municipal (including, without limitation, new tax legislation); or

(ii) there exists any restrictive condition (including, without limitation, gasoline rationing, gasoline shortages, construction, road work, parking reduction regulations, price control or air quality regulations); or

(iii) LESSEE or COUNTY fails to obtain or renew the special use permit as referenced in Section 812; or

(iv) any of the following events occur:

- Milwaukee Bucks cease to play NBA basketball or play less than 41 home games per season at the BMO Harris Bradley Center; or
- Marquette University men's basketball ceases to play or play less than 15 home games per season; or
- US Cellular Arena and BMO Harris Bradley Center hosts less than 36 NON-SPORTS event days; or
- There is a City of Milwaukee and/or Milwaukee County and/or State of Wisconsin government shut down and/or increase in the current number of mandatory furlough days; or
- The parking ramp at 6th and Wells Streets reopens for public parking with more than 100 parking space available for public use, and LESSEE has no operational, management or ownership interest in the ramp

Which in the reasonable opinion of the LESSEE, substantially hinders the LESSEE from carrying on its business at the PROPERTY and reduces the GROSS REVENUE of the

LESSEE's parking operation at the PROPERTY during the consecutive three (3) month period immediately following the date of the event listed above to less than an amount equal to (i) the total rent payments payable to COUNTY by LESSEE during the consecutive three (3) month period immediately preceding the date of the event listed above, plus (ii) twenty percent (20%) of the amount in item (i); or increases LESSEE's expenses at the PROPERTY by more than ten percent (10%) during the consecutive three (3) month period immediately following the date of the event listed above, then the LESSEE may, by written notice to the COUNTY, request that the rent payable under this AGREEMENT be abated in an equitable manner by agreement between the parties. In the event the COUNTY and the LESSEE do not reach such agreement within 30 days of such notice, LESSEE may terminate this AGREEMENT upon a further 30 days written notice to the COUNTY. If the LESSEE does not so terminate, this AGREEMENT will continue in full force and effect.

Section 503: Retention of EQUIPMENT

Upon expiration of the term of this AGREEMENT, or prior termination either by mutual agreement or pursuant to the provisions hereof, all EQUIPMENT on the PROPERTY will become the property of the COUNTY, subject to the right of the COUNTY to require the LESSEE to remove part or all of the EQUIPMENT above the parking lot paving at no cost to the COUNTY. Notwithstanding anything to the contrary and excepting AGREEMENT termination resultant from LESSEE violation of AGREEMENT terms, if the agreement is terminated for any reason prior to the end of the INITIAL TERM, COUNTY shall reimburse LESSEE for the non-depreciated portion of the cost of LESSEE's EQUIPMENT included in Exhibit "C" based on a 3-year straight-line depreciation methodology, as agreed to by the LESSEE and COUNTY, with a base amount of not more than \$70,000 of actual costs, unless otherwise agreed to by LESSEE at LESSEE's sole discretion. Reimbursement from COUNTY to LESSEE for the non-depreciated amount of the LESSEE's EQUIPMENT included in Exhibit "C" shall be for the actual costs, of which, the COUNTY shall only be responsible for the non-depreciated amount.

ARTICLE VI INDEMNIFICATION AND INSURANCE

Section 601: Indemnification

- (a) The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees, members and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. COUNTY's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

- (b) COUNTY will indemnify and hold LESSEE harmless from and against any costs (including reasonable legal costs) arising in connection with the existence of Hazardous Substances (defined below) in or about the PROPERTY (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the PROPERTY), except to the extent that such Hazardous Substances are brought upon the PROPERTY by LESSEE. For the purposes of this AGREEMENT "Hazardous Substances" include any substance considered hazardous or toxic under any law or regulation now or hereafter brought into force by any governmental authority having jurisdiction over the COUNTY, the LESSEE or the PROPERTY. This indemnity will survive the expiration or other termination of this AGREEMENT.

The provisions of this Section shall survive the expiration, termination or early cancellation of this AGREEMENT.

Section 602: Reimbursement in Respect of Certain Litigation

- (a) The LESSEE shall pay all costs and expenses which may be incurred by, and any monies due under any judgment or decree rendered against, the COUNTY from time to time (1) in defending any suit or proceeding brought against the COUNTY for the violation by the LESSEE, while this AGREEMENT is in effect, of any present or future law or ordinance applicable to the PROPERTY, or (2) in defending any action or suit for damages because of any failure, neglect or default on the part of the LESSEE (except such failure or default as may be due to conditions as to which the LESSEE can exercise no effective control) in respect of any obligation, agreement, or undertaking required by this AGREEMENT to be performed or observed by the LESSEE.
- (b) The LESSEE shall also pay all costs and expenses which may be incurred by the COUNTY, in successfully enforcing compliance with the provisions of this AGREEMENT by the LESSEE, as well as any monies due under any judgment or decree rendered in favor of the COUNTY in connection therewith. If the COUNTY shall be made a party to any litigation with respect to any matter growing out of this AGREEMENT as to which the LESSEE is solely at fault, the LESSEE shall pay all judgments, decrees and costs, or expenses incurred by or imposed on the COUNTY in connection therewith. Any such costs, expenses, judgments and decrees shall, if paid by the COUNTY, be treated as amounts payable by the LESSEE to the COUNTY with interest thereon at the rate of twelve percent (12%) per annum from date the same is paid by the COUNTY to the date of payment thereof by the LESSEE. The COUNTY shall promptly notify the LESSEE in writing of the date of payment and the amount of any such cost, expenses, judgments and decrees so paid by it.

Section 603: Insurance

LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin,

including Employer's Liability and insurance covering General, Garage Keepers Legal, and Automobile Liability coverage in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All State Coverage	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/Completed Ops	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
Comprehensive Crime Coverage	\$100,000 Per Accident

To include fidelity, theft, money and securities, inside and outside to protect the COUNTY's interest in loss of funds by embezzlement, theft, fire, etc.

MILWAUKEE COUNTY, as its interests may appear, shall be named as additional insured for General, Automobile, and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the COUNTY for the duration of this AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this AGREEMENT. No tenancy shall be deemed to exist until the certificate of insurance is filed with the COUNTY.

The insurance requirements contained within this AGREEMENT are subject to periodic review and adjustment by the County Risk Manager.

The LESSEE's Wisconsin Workers' Compensation insurance policy shall include a waiver of subrogation clause waiving all claims for recovery from the COUNTY by the LESSEE, the LESSEE's employees, the LESSEE's independent contractors, and the LESSEE's insurers for any and all liability claims covered by the LESSEE's Workers' Compensation insurance policy.

Section 604: Noncancellation Clause

All insurance agreements shall provide that they may not be canceled or terminated until at least thirty (30) days written prior notice shall have been given to the COUNTY stating the date and time that such insurance agreements are to be canceled or terminated. In the event the LESSEE shall fail to maintain the insurance coverage required by Section 603, the AGREEMENT shall automatically terminate at COUNTY's option as of the date that such insurance is no longer in force and effect.

Section 605: Insurance Does Not Waive Lessee's Obligations

No acceptance or approval by the COUNTY of any insurance agreement or agreements shall relieve or release or be construed to relieve or release the LESSEE from any liability, duty or obligation assumed or imposed upon it by the provisions of the AGREEMENT.

ARTICLE VII RIGHTS, REMEDIES and PROCEDURES IN THE EVENT OF BREACH

Section 701: Default in Rent

- (a) A failure of the LESSEE TO PAY ANY MONTHLY RENTAL ON OR BEFORE the due date shall constitute a default.
- (b) At any time after a default in payment as provided in subsection (a), the COUNTY may at its option terminate the AGREEMENT. The COUNTY shall give written notice of the default, and the LESSEE shall have ten (10) days in which to pay the rent due. In the event of termination, this AGREEMENT shall expire as fully and completely as if that date were the date herein expressly fixed for the expiration of the term; and the LESSEE shall thereupon quit and surrender to the COUNTY the PROPERTY and any improvements.

Section 702: Other Breaches

A failure on the part of any party to this AGREEMENT to observe or perform any of the other terms, covenants or conditions for which provision is not otherwise made in this AGREEMENT or in Sections 701, 702, and 703 of this AGREEMENT, which failure persists after the expiration of thirty (30) days from the date of written notice to such party setting forth such failure (or such longer period as shall be reasonably necessary to correct the failure in question, including without limitation delays resulting from causes not due to the fault or neglect of such party) shall entitle the other party to pursue such actions and proceedings as may be necessary to compel specific performance and payment of all damages and reasonable expenses and costs and/or to terminate this agreement.

Section 703: Subsequent Defaults

Upon the occurrence of each default, the LESSEE and the COUNTY shall have the rights and remedies they are entitled to under the preceding Sections.

Section 704: Obligations and Rights and Remedies Cumulative

- (a) The respective obligations of the LESSEE and COUNTY pursuant to this AGREEMENT shall be cumulative, and the reference to any such obligation shall not be construed as a limitation on any other obligation.
- (b) The respective rights and remedies of the LESSEE and the COUNTY, whether provided by this AGREEMENT or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise at the same or at different times, or any other such rights or remedies for the same default, or for the same failure of the LESSEE to perform or observe the covenants contained in this AGREEMENT.

Section 705: Nonaction in Respect of Failure or Defaults not to Constitute Waiver

Any failure by the LESSEE or the COUNTY to take any action with respect to any failure of the COUNTY or LESSEE, respectively, to perform or observe any of the covenants contained in this AGREEMENT or with respect to any default on the part of the LESSEE or COUNTY hereunder (whether before or after any suit or judgment has been filed or obtained against the LESSEE by the COUNTY or against the COUNTY by the LESSEE in connection therewith) shall not be construed to be a waiver of such failure or default in respect of the provision of this AGREEMENT involved or any other part of this AGREEMENT or of this AGREEMENT as an entirety.

Section 706: Bond - Letter of Credit

LESSEE shall secure or cause to be secured, for the five (5) year lease term a bond or letter of credit in the amount of \$25,000.00 covering the faithful performance of the AGREEMENT and the payment of all obligations arising thereunder with sureties authorized to transact business in the State of Wisconsin. This provision is in addition to

and shall not affect other remedies and provisions of Sections 701, 702, 703, 704 and 705.

The LESSEE shall deliver the required bond or letter of credit to the COUNTY on or before receipt of an approved executed lease agreement. No tenancy shall be deemed to exist until the required bond or letter of credit is received by the COUNTY.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Modifications or Amendments

This AGREEMENT may be amended only by written document duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto.

Section 802: Approvals and Notices

- (a) This AGREEMENT is subject to the approval of the County Board of Supervisors.
- (b) Whenever, under this AGREEMENT, approvals, authorizations, determinations, satisfactions, notices or waivers are authorized or required, such shall be effective and valid only when given in writing, signed by a duly authorized representative of the LESSEE or COUNTY and delivered to the principal office of the party to whom it is directed.
- (c) Any such notice or demand shall be deemed to have been given at the time it shall have been deposited in the United States mail, postpaid and registered or certified.

Section 803: Audit

Pursuant to Milwaukee County ordinance section 56.30(6)(e), LESSEE shall allow the COUNTY or any other party the COUNTY may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by LESSEE, including but not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this AGREEMENT, all at no cost to the COUNTY. Any subcontracting by LESSEE in performing the duties described under this AGREEMENT shall subject the subcontractor or associates to the same audit terms and conditions as LESSEE. The LESSEE (or any subcontractor) shall maintain and make available to the COUNTY the aforementioned audit information for no less than three (3) years after the conclusion of this AGREEMENT.

Section 804: Delinquent Payments

- (a) Interest. Unless waived by the County Board of Supervisors, LESSEE shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this AGREEMENT with COUNTY. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1). Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- (b) Penalty. In addition to the interest described above, LESSEE may be responsible for payment of penalty on amounts not remitted in accordance with the terms of this AGREEMENT with COUNTY, as may be determined by the administrator of this AGREEMENT, or designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in the COUNTY Ordinance Subsection 6.06(1) and Subsection 74.47(2). Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- (c) Audit Results. If, as a result of any audit carried out by the COUNTY as permitted herein, additional amounts are disclosed to be due and owing to COUNTY, interest and penalty shall be calculated thereon in accordance with the above method. LESSEE shall remit to COUNTY any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by COUNTY.
- (d) Nonexclusivity. This provision permitting collection of interest and penalty by COUNTY on delinquent payments is not to be considered the COUNTY'S exclusive remedy for LESSEE's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by COUNTY of any other remedy permitted under the AGREEMENT, including but not limited to termination of this AGREEMENT.

Section 805: How Agreement Affected by Provisions Being Held Invalid

If any provision of this AGREEMENT is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable State or Federal laws, rules and regulations.

Section 806: Independent Contractor

The COUNTY and LESSEE agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other. This AGREEMENT does not make or appoint, and nothing contained in this AGREEMENT shall be construed to appoint, either Party as an agent of the other, or to create a partnership or joint venture between the Parties. Neither Party shall act or represent itself as an agent of the other, and shall not bind or obligate the other in any manner.

Section 807: Execution of Multiple Originals

For the convenience of the parties, this AGREEMENT was executed in multiple originals, each of which and any one of which may be introduced in evidence or used for any other purpose.

Section 808: Nondiscrimination

During the performance of this AGREEMENT, the LESSEE, for itself, its successors in interest and assignees, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that:

Section 809: Code of Ethics

No person may offer or give to any County elected official or employee, directly or indirectly, and no County elected official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This Section does not prohibit an elected official or employee from engaging in outside employment.

Section 810: Disadvantaged/Small Business Enterprise

LESSEE shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with the COUNTY's DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve these goals.

Section 811: Affirmative Action Program

LESSEE agrees that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. LESSEE also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

Section 812: Special Use Permit

This AGREEMENT is contingent upon LESSEE obtaining from the City of Milwaukee the necessary special use permit for use and occupancy of the PROPERTY as a

commercial surface parking lot on or before June 1, 2013. Failure to obtain the permit as set forth herein shall make this AGREEMENT null and void.

The said parties have hereunto set their hands and seals this _____ day of _____, 20__.

MILWAUKEE COUNTY, LESSOR

By: _____
Don Tyler
Director, Department of Administrative Services

INTERSTATE PARKING COMPANY LLC LESSEE
By: Towne Parking, LLC, Managing Member

By: _____
Thomas G. Bernacchi, Vice President

Approved as to form and independent status: Reviewed by:

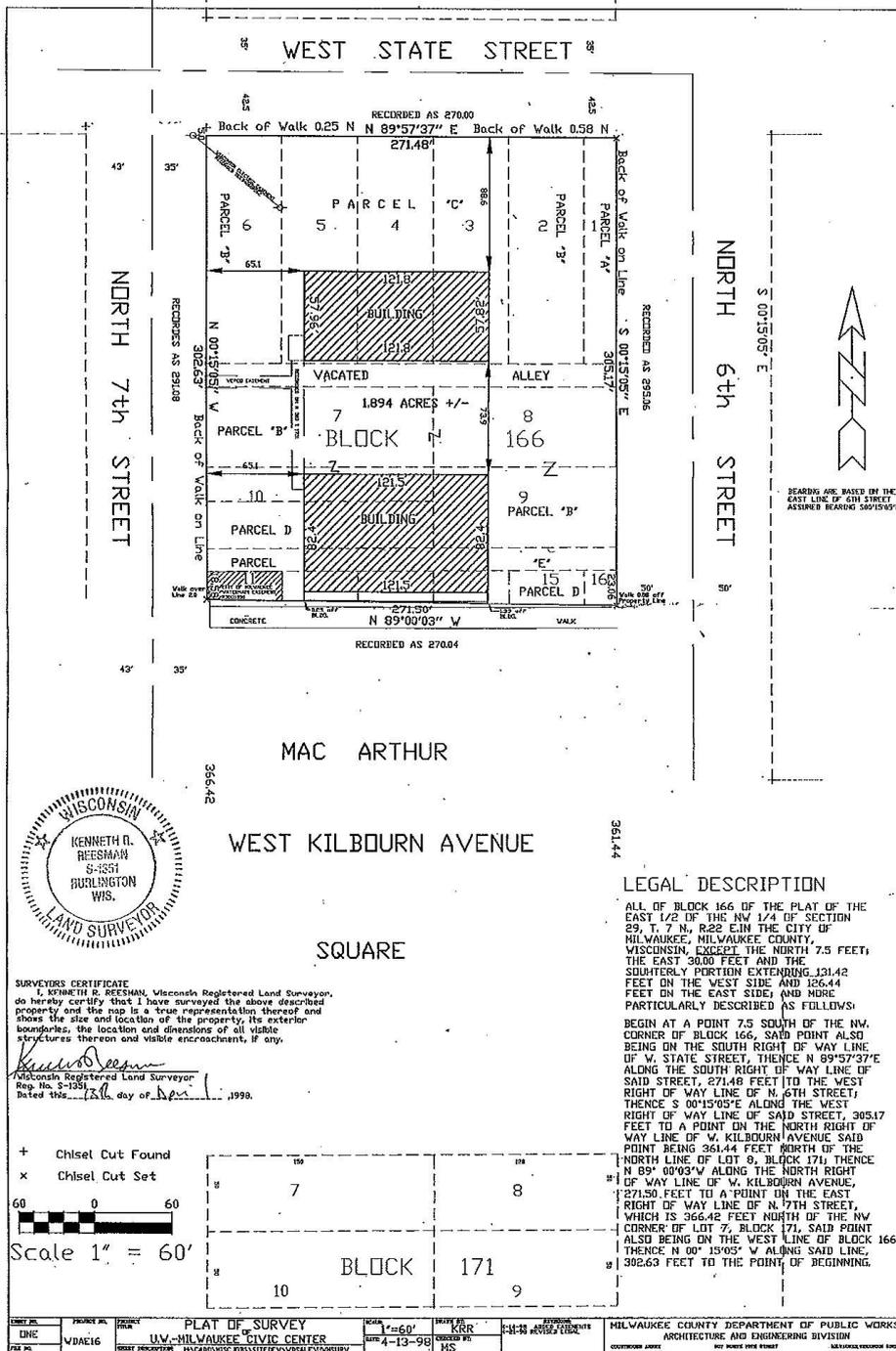
By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Exhibit "A"



SURVEYORS CERTIFICATE
 I, KENNETH R. REISMAN, Wisconsin Registered Land Surveyor, do hereby certify that I have surveyed the above described property and the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon and visible encroachments, if any.
 Kenneth R. Reisman
 Wisconsin Registered Land Surveyor
 Reg. No. 1251
 Dated this 28th day of April, 1998.

LEGAL DESCRIPTION
 ALL OF BLOCK 166 OF THE PLAT OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 29, T. 7 N., R. 22 E. IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, EXCEPT THE NORTH 7.5 FEET, THE EAST 30.00 FEET AND THE SOUTHERLY PORTION EXTENDING 131.42 FEET ON THE WEST SIDE AND 126.44 FEET ON THE EAST SIDE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT A POINT 7.5 SOUTH OF THE NW CORNER OF BLOCK 166, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF W. STATE STREET, THENCE N 89°57'37" E ALONG THE SOUTH RIGHT OF WAY LINE OF SAID STREET, 271.48 FEET TO THE WEST RIGHT OF WAY LINE OF N. 6TH STREET; THENCE S 00°15'05" E ALONG THE WEST RIGHT OF WAY LINE OF SAID STREET, 305.17 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF W. KILBOURN AVENUE SAID POINT BEING 361.44 FEET NORTH OF THE NORTH LINE OF LOT 8, BLOCK 171; THENCE N 89° 00'03" W ALONG THE NORTH RIGHT OF WAY LINE OF W. KILBOURN AVENUE, 271.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N. 7TH STREET, WHICH IS 266.42 FEET NORTH OF THE NW CORNER OF LOT 7, BLOCK 171. SAID POINT ALSO BEING ON THE WEST LINE OF BLOCK 166; THENCE N 00° 15'05" W ALONG SAID LINE, 302.63 FEET TO THE POINT OF BEGINNING.

+ Chisel Cut Found
 x Chisel Cut Set
 60 0 60
 Scale 1" = 60'

DATE PL. 04-13-98	PROJECT NO. 11-13-98	SCALE 1"=60'	DATE REVISION 04-13-98	BY KRR	REVISION BY MS	PROJECT NO. 11-13-98	DATE REVISION 04-13-98	BY MS	MILWAUKEE COUNTY DEPARTMENT OF PUBLIC WORKS ARCHITECTURE AND ENGINEERING DIVISION
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PROPERTY DESCRIPTION

Exhibit "B"

MONTHLY RENT SCHEDULE

Month	Year 1 - 3	Year 4 & 5
June	\$ 12,500	\$ 12,916.67
July	\$ 12,500	\$ 12,916.67
August	\$ 17,000	\$ 17,416.67
September	\$ 17,000	\$ 17,416.67
October	\$ 18,000	\$ 18,416.67
November	\$ 43,000	\$ 43,416.67
December	\$ 43,000	\$ 43,416.67
January	\$ 43,000	\$ 43,416.67
February	\$ 43,000	\$ 43,416.67
March	\$ 17,000	\$ 17,416.67
April	\$ 17,000	\$ 17,416.67
May	\$ 17,000	\$ 17,416.67
Total Rent	\$ 300,000	\$ 305,000

Exhibit "C"
EQUIPMENT

Initial Approved Equipment:

- 1 - Canopy
- 2 - Underground/above ground conduit
- 3 - Protection Devices
- 4 - Signage
- 5 - Lighting
- 6 - Pedestal-mounted pay station kiosks
- 7 - Surface parking pavement crack-sealing

Amortization schedule is included on following page.



ORIGINALS

February 21, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N 9th Street, Room G1
Milwaukee, Wisconsin 53233

Re: Request for Proposal – RFP# 938001

Dear Milwaukee County:

We are pleased to present our enclosed offer for lease of the 6th and State Street parking lot as a response to your RFP #938001. **Please note our optional offer to replace the entire parking lot, due to its eroding condition, at a cost of approximately \$150,000 to \$175,000.**

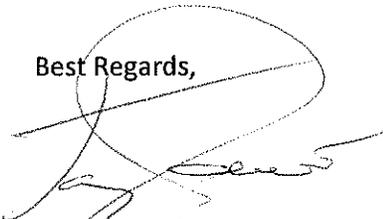
The contact information for this proposal is:

Interstate Parking Company LLC
Tony Janowiec, Principal
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203

E – tjanowiec@interstateparking.com
P – (414) 274-2861
M – (608) 566-9155

The contents enclosed in this package includes 1 original and 3 copies of our RFP response including required attachments. We look forward to the results of the award.

Best Regards,



Tony Janowiec
Principal

ATTACHMENT A

Bid Submission Form

Milwaukee County Department of Administrative Services
 Facilities Management Division
 601 North State Street Parking Lease and Parking Lot Operation
 RFP # 938001

TO:
 Milwaukee County Clerk's Office
 901 North 9th Street Room 105
 Milwaukee, Wisconsin 53233

I, Interstate Parking Company (Bidder) acknowledge receipt of the Milwaukee County Department of Administrative Services - Facilities Management Division Request for Proposals for 601 North State Street Parking Lease and Parking Lot Operation and submit the following proposal in response thereto:

A. Bid Format

Year	<u>Minimum bid/year</u>	<u>Additional bid amount</u>	<u>Total Bid</u>
2013	\$300,000	\$6,022.00	\$306,022.00
2014	\$300,000	\$6,022.00	\$306,022.00
2015	\$300,000	\$6,022.00	\$306,022.00
2016 if renewed/extended	\$300,000	\$10,522.00	\$310,522.00
2017 if renewed/extended	\$300,000	\$10,522.00	\$310,522.00
Totals	\$1,500,000.00	\$39,110.00	\$1,539,110.00

Plus Ten Percent (10%) sales revenue in excess of \$350,000 per lease year. Payable annually, 30 days after the end of each lease year. *Please refer to Section IV.C. for additional percentage rent compensation offer (page 10 of Proposal).

B. Site Visit Verification

The scheduled Site Visit prior to bid submission is optional. The scheduled site visit will be held at the Premises on February 07, 2013. All Bidders though must certify that they have visited the site by providing this verification with their bid.

SITE INSPECTION VERIFICATION	
I <u>Interstate Parking</u> , Bidder, visited the Premises site this <u>6</u> day of <u>February</u> 2013.	
<u>Tony Janowiec</u> Name	 Signature
Title: <u>Principal</u>	

C. References

Along with actual reference narrative, please fill out the chart below.

Name/ Company	Contact Person and Title	Contact Info (telephone, e- mail)	Relationship/type of contract	Years	Estimated Contract Value
Williams Dev	Charles Biller	414-272-7700	Parking Lease/Mgmt	> 3 years	See RFP
PAK Properties	Rich Pekonen	651-224-6801	Parking Lease/Mgmt	> 3 years	See RFP
John Kersey Zilber, Ltd.	John Kersey	414-274-2861	Parking Lease/Mgmt	> 3 years	See RFP

ATTACHMENT B

Acknowledgements and Conditions

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Bid. The Proposer agrees that if its Bid is accepted, the Proposer will enter into a Lease Agreement with Milwaukee County.
- b. By submission of its response to this RFP, the Proposer authorizes Milwaukee County to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to Milwaukee County.
- c. This Bid constitutes a firm offer and individual(s) listed below have authority to make this Bid as a firm offer. This offer shall be held firm and open for a period of three (3) months, effective beginning the date bids are opened.
- d. Proposers are advised to base their bid only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to bidders' questions) issued by Milwaukee County and disseminated to all Proposers on Procurement website. Any questions about the bid must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the Procurement website for this RFP. Only questions, which in Milwaukee County's sole judgment materially affect the RFP, will be clarified in writing by Milwaukee County and posted to Procurement website and/or with copies sent to all Proposers. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of bids.
- e. Any costs or expenses incurred in the development of a bid in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents are provided as general information only. Milwaukee County makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Milwaukee County shall not create any obligation or liability whatsoever, and each Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold Milwaukee County Liable.
- g. By submission of its bid, the Proposer acknowledges that from and after the Lease Agreement commencement date, the sole basis for the right to operate the parking lot as specified in this RFP is by award of the Lease Agreement.
- h. Milwaukee County is soliciting competitive bids that such a process best serves the interests of Milwaukee County and the general public. The Bidder acknowledges Milwaukee County's right to accept or to reject any or all bids, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Bidders, to modify or amend with the consent of the Bidder any bid prior to acceptance, to waive any informality to effect any agreement otherwise, all as Milwaukee County in its sole judgment may deem to be in its best interest.

- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. The Bidder acknowledges that it has read, understood, and agrees to be bound by, all of the terms and conditional set forth in this RFP and any amendments, in its entirety.

Interstate Parking Company
Name of Business _____ Date 2/21/2013
[Signature]
Signature of individual submitting bid _____
Tony Janowiec, Principal
Printed Name and Title _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the Request for Proposal # 938001 includes proprietary and confidential information, which qualifies as a trade secret, s provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
<u>Exhibit "A" Tax Returns</u>	<u>51</u>	<u>Tax Returns</u>

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFOMRATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COULSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name Interstate Parking Company LLC
Authorized Representative [Signature] Signature

Authorized Representative Tony Jenowiec Type or Print

Date 2/21/13

Milwaukee County
Department of Administration - Facilities Management
901 N 9th Street, Room G1
Milwaukee, WI 53233

Due 2:00pm February 21, 2013

Parking Lease Proposal 6th and State Parking Facility

Request for Proposal # 938001



Interstate Parking Company LLC
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203
(414) 274-2861
www.interstateparking.com

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Cover Letter





February 21, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N 9th Street, Room G1
Milwaukee, Wisconsin 53233

Re: Request for Proposal – RFP# 938001

Dear Milwaukee County:

We are pleased to present our enclosed offer for lease of the 6th and State Street parking lot as a response to your RFP #938001. Please note our optional offer to replace the entire parking lot, due to its eroding condition, at a cost of approximately \$150,000 to \$175,000.

The contact information for this proposal is:

Interstate Parking Company LLC
Tony Janowiec, Principal
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203

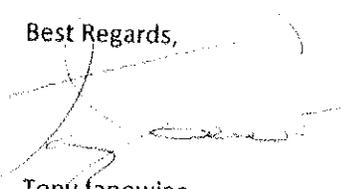
E – tjanowiec@interstateparking.com

P – (414) 274-2861

M – (608) 566-9155

The contents enclosed in this package includes 1 original and 3 copies of our RFP response including required attachments. We look forward to the results of the award.

Best Regards,


Tony Janowiec
Principal

Interstate Parking Company LLC
710 North Plankinton Avenue, Suite 207 • Milwaukee, WI 53203 • (414) 431-6555 • Fax: (414) 431-6556 • www.interstateparking.com

Section IV – Submission Requirements



IV-A. Qualification Information

1. Experience

Interstate Parking Company was formed in 2009 through combining over 75 years of experience owning and operating parking assets in Milwaukee, Wisconsin and Minneapolis/St. Paul, Minnesota.

The partnership is made up of three owners including Zilber, Ltd./Towne Realty, Doug Hoskin (Parking Services, Inc.) and Tony Janowiec. Although we formed Interstate Parking within the last five years, our experience in owning and operating parking assets spans decades as follows:

Zilber Ltd. (1/3 owner of Interstate) – Zilber Ltd. has been in an owner/operator position of parking assets in Milwaukee, Wisconsin since the 1960's.

Doug Hoskin (1/3 owner of Interstate) – Doug Hoskin has been an owner/operator of parking assets and his previous parking operations company Parking Services, Inc., since the late 1980's and currently all of his Minneapolis/St. Paul locations are operated by Interstate Parking Company.

Please refer to Section IV. D. 2 for complete resumes of our principal's and senior management team.

2. Financial Performance Assurance

We propose to provide financial assurance through a performance bond or a corporate guarantee. Should a corporate guarantee not satisfy Milwaukee County, we have factored in the cost of a performance bond in the amount of one month's rent as required in the draft lease agreement included as an exhibit to the RFP.

3. Equipment and Contracts

Interstate Parking currently operates approximately 50 locations with automated parking equipment similar (and in some cases identical) to that proposed for the 6th and State lot. We have adequate capital to acquire, install and maintain the equipment proposed for the lot and have service relationships and/or contracts with all of the local equipment providers and vendors necessary to purchase, install and maintain the proposed equipment.

Further, as described in greater detail in Section IV. E. of this proposal, Interstate has a unique local 24-hour customer response service providing real time assistance to customers and problem resolution 365 days a year.

Please refer to Section IV. E. for a detailed description of the equipment and mode of operation proposed for the 6th and State lot.



4. Representative References

Following is a representative listing of current locations operated by Interstate Parking with common elements to the 6th and State lot. Within our portfolio of 80+ locations, more than 25 operate with the same type of equipment and mode of operation planned for the 6th and State lot within this proposal.

ASQ Center / Gimbels Garage

150 stall and 325 stall automated class 'A' parking garages in Milwaukee, WI

Serves class 'A' office building and Marriott Residence Inn hotel

Contract in place 2011 - Present

Williams Development

Charles Biller, Vice President

P 414-272-7700

charles@williamsdevelopment.com



Zilber Property Group

Portfolio of 9 automated parking garages and surface lots in Milwaukee, WI

Includes 908 stall state of the art automated 'Brewery' parking structure

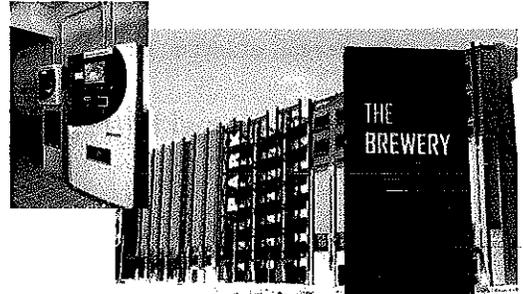
Contract in place 2009 - Present

Zilber, Ltd.

John Kersey, Executive Vice President

P 414-274-2509

john.kersey@zilber.com



St Anthony Main Ramp

902 stall automated parking structure located in Minneapolis, MN

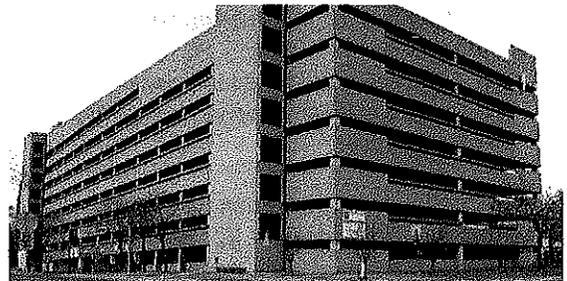
Serves St. Anthony Main office, restaurant and event patrons

Contract in place 2011 -- Present

John Cuningham, Partner

P 612-379-5505

jcuningham@cuningham.com



PAK Properties

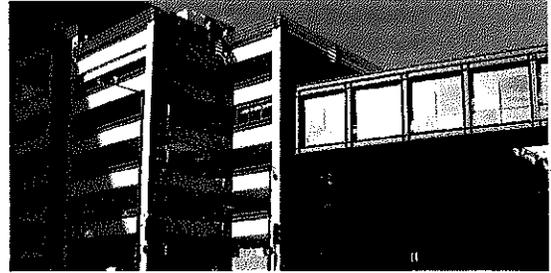
Portfolio of 2 automated parking facilities and 1 automated surface lot in St. Paul, MN

Contract in place 2010 - Present

Richard Pakonen, Principal

P 651-965-2925

rpakonen@pakproperties.net



Holiday Inn Garage & Minneapolis Armory

285 stall garage in St. Paul, MN serves Holiday Inn guests, restaurant patrons and Excel Energy Center/RiverCentre event patrons

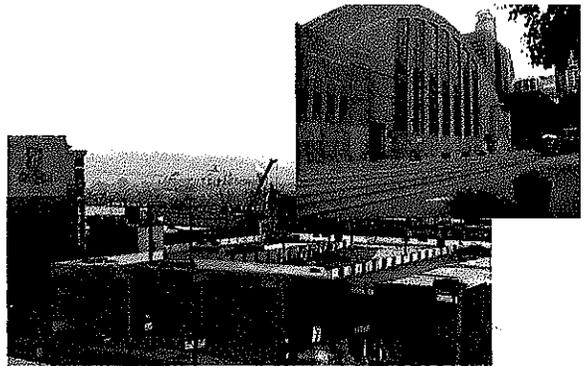
350 stall partially automated/valet Minneapolis Armory parking facility in Minneapolis, MN

Contract in place 2010 - Present

Douglas Hoskin, Principal

P 612-746-1516

doug@parkpsi.com



City Walk Garage

485 stall automated parking structure in St. Paul, MN

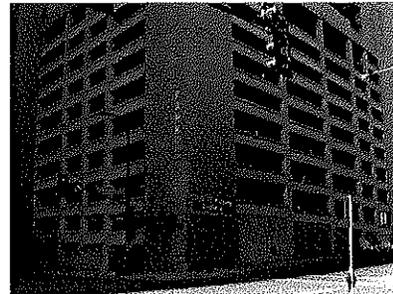
Contract in place 2010 - Present

Cassidy Turley/Towle Properties

Dawn Grant, Senior Vice President

P 612-347-9301

dawn.grant@cassidyturley.com



City of Duluth

26 properties operated for the City of Duluth, MN

Contract in place 2012 - Present

City of Duluth

Matthew Kennedy, City of Duluth Parking Manager

P 218-730-5178

mkennedy@duluthmn.gov



Due to confidentiality provisions in the contracts with our clients, we are unable to disclose financial information for the locations including the value of the contract to Interstate Parking. However, as



requested by the RFP, we can disclose that the contracts related to the above references include values in the range of no less than \$150,000 to over \$500,000.

5. Legal Liabilities

Interstate Parking has not been a party or participant in any lawsuit, administrative hearing or other legal proceeding related to parking services or management within the last five years.



IV-B. Mandates

1. Insurance

We have reviewed the insurance requirements as set forth in Attachment C of the RFP and are able to provide the required coverages and limits. Please see the following page for our insurance certificate prepared for Milwaukee County.

We carry Garage Keepers Legal Liability (GKLL) coverage on an ala carte basis for locations requiring such coverage. In the parking industry, GKLL policies cover incidents where care, custody, control and/or bailment is created between the parking operator and a customer's vehicle; such as a valet operation. As such, not all locations require GKLL coverage and in many cases the premiums become a superfluous expense.

Our standard coverage limit for GKLL is \$500,000 and is listed on the certificate as such. Please note, however, that we can obtain limits in increments of \$500,000 up to \$5,000,000 and will add the \$1,000,000 coverage for the 6th and State lot upon award of and as a condition to execution of the final lease agreement. We have factored in the cost of the \$1,000,000 coverage policy in our proposal.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. P.O. Box 8950 Madison WI 53708-8950	CONTACT NAME: PHONE (A/C, No, Ext): 608-273-0655	FAX (A/C, No): 608-273-1725	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INTEP-4		
INSURED Interstate Parking Company LLC Interstate Parking Company of MN, LLC Interstate Parking Company of WI, LLC 710 N. Plankinton Avenue, #207 Milwaukee WI 53203-2417	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto Owners Insurance Co.		18988
	INSURER B: Chubb Insurance Group P&C		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1621900543

REVISION NUMBER:

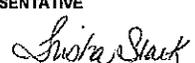
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			61250918-12	12/1/2012	12/1/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4825091805	12/1/2012	12/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			4825091800	12/1/2012	12/1/2013	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	61088613	12/1/2012	12/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
B	Crime			8223-2162	12/1/2012	12/1/2013	Limit	250,000
A	GarageKeepers			4825091804	12/1/2012	12/1/2013	Deductible	5,000
							Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Twice the General Aggregate limit, shown above is provided for each 12 month period in accordance with form 55300. Garagekeepers Limit shown above applies to the following locations: 110 W Michigan Street, Milwaukee, WI and 555 N Plankinton Ave, Milwaukee, WI.

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee County 901 N 9th Sreet, Room 105 Milwaukee WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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2. Business References

We have included three business references for locations managed or leased by Interstate Parking in the following pages. We encourage you to reach out to our references, including those listed in Section IV. A. Further, if you require additional references than those listed, we are happy to provide them upon request.

In addition to client references, we have taken the liberty to include a few parking customer references as well. We take pride in our exceptional relationships and customer service achievements with our parking customers in addition to the clients we serve.



WILLIAMS DEVELOPMENT CORPORATION

June 29, 2011

Mr. Jeffrey J. Mantes
City of Milwaukee
Department of Public Works
841 N. Broadway, Room 501
Milwaukee, Wisconsin 53202

Re: Interstate Parking

Dear Commissioner Mantes:

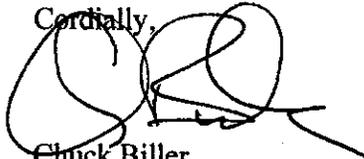
Interstate Parking has been operating the parking facilities at the ASQ Center since October of 2010. Interstate was selected after a lengthy competitive bidding process. We are very pleased with our decision.

The two parking facilities serving the ASQ Center present a number of challenges. Our secure underground facility must serve a diverse group of users including hotel guests and office tenants. Interstate tailored an operational plan that has resulted in vastly improved customer service and a significant increase in revenue.

Our 350 car parking structure also serves a wide variety of users including daily, monthly, and special event parkers. Interstate Parking has installed cutting edge parking equipment and software that has enhanced the customer experience and dramatically reduced operating expenses.

During the first year of our current agreement, Interstate Parking has increased net operating income at our two facilities by more than twenty percent. Their management team is professional and highly responsive to the needs of its customers. If you have any questions regarding our experience working with Interstate Parking, please do not hesitate to contact me.

Cordially,



Chuck Biller
Vice President
William Development Corporation

CB:cl



To whom it may concern

Interstate Parking operates three parking facilities for affiliated companies. My company is primarily in the business of developing and operating multifamily buildings.

The first is a 250 car, 80+ year old, complex, valet operated ramp that services an attached condominium/commercial parcel. Within one year of beginning operations Interstate increased the monthly net operating income by over \$20,000 while maintaining a high degree of customer service. They have continued to increase the ramp's performance to this date.

The second is a self park 210 car surface lot. The operating cost savings realized within the first year of operations more than off set the cost of out sourcing the management of the asset to Interstate while improving customer service.

The third asset is a condemned 420 car ramp that we purchased two months ago. This facility will support an attached 227 unit apartment building. We are in the process of renovation and plan to open the ramp in October 2011. Interstate was instrumental in determining the scope of construction work. They have also provided a credible management and marketing plan to open the facility and bring it to stable operations quickly.

This company has demonstrated a high level of integrity, attention to customer service, and an ability to manage complex operations.

I highly recommend Interstate Parking. Please feel free to call me at 612 965 2925 with any questions

Sincerely,

A handwritten signature in black ink, appearing to be "Richard Pakonen", written over a horizontal line.

Richard Pakonen

Todd Hurley, *Director*



City of Saint Paul
Mayor Christopher B. Coleman

700 City Hall
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1658

Telephone: (651) 266-8800
Facsimile: (651) 266-8541

June 30, 2011

City of Milwaukee

RE: RFP for Parking Facility Management

To whom it may concern,

I am writing this letter of recommendation on behalf of Doug Hoskin and Tony Janowiec, the principals of Interstate Parking Company. While Interstate Parking is not currently managing any of the St. Paul's Municipal Parking Facilities, I have had the pleasure of working with Interstate's principals over the past 20 years.

They have managed and/or operated numerous parking facilities on behalf of the City of St. Paul, including the 1500 space Civic Center Parking Ramp (renamed RiverCentre Parking Ramp). The RiverCentre Ramp is connected to the St. Paul RiverCentre Complex, which includes the RiverCentre Convention space, Xcel Energy Center (home of the MN Wild), and Roy Wilkins Auditorium. In addition to parking management services, its principals have provided parking related consulting services to the City of St. Paul and its Housing and Redevelopment Authority.

I have found them to be innovative and highly professional. They are results driven while understanding that the City's municipal parking assets are a strategic tool in the overall development of our downtown commercial district. I strongly recommend you give Interstate Parking consideration when making the selection of your parking management company.

Please do not hesitate to contact me at 651-266-8877 or my cell at 651-270-5227.

Sincerely,

Robert Geurts
City of Saint Paul Debt Manager
robert.geurts@ci.stpaul.mn.us



**LITERACY
SERVICES**

June 28, 2011

To whom it does concern:

I write this letter in enthusiastic support of Interstate Parking Company who has been enormously helpful to my organization. When Interstate took over our parking garage, Tony Janowiec was extremely accommodating. We work with a population who are very low level readers and Tony has gone out of his way to assist us with special signage, an intercom system and has continued to upgrade things for our specific needs.

As a nonprofit, we heavily consider price and once again, Interstate came through. They beat out all the surrounding competition. They were very flexible with start up as this was all new to us. They have had great response times to problems and excellent follow through on issues we needed help with. Their parking checkers are friendly and exercise great customer service. We don't think we could do better.

If I may answer any questions, please feel free to contact me.

Kind regards,



India McCause
Executive Director

LITERACY SERVICES OF WISCONSIN

555 N. Plankinton Avenue | Milwaukee, WI 53203 | p. (414) 344-5878 | f. (414) 344-1061

www.literacyservices.org



Brian Dunn, Senior Vice President - Operations - Duncan Solutions
633 W. Wisconsin Avenue, Suite 1600 | Milwaukee, WI 53203
Phone: (414) 847-3774 | Fax: (414) 847-6774 | Email: bdunn@duncansolutions.com

June 30, 2011

To Whom It May Concern:

Interstate Parking has been managing our parking structure for approximately two years. Our facility at 6th and Wisconsin contains in excess of 400 monthly permitted and daily/hourly use spaces.

Since taking over management of the structure from Imperial Parking, Interstate fully automated the facility and streamlined the administration of our monthly leases. Enforcement has also been automated and is now more thorough and consistent. Our monthly parkers are very pleased with the changes.

Interstate operates in a professional, courteous manner and their responsiveness is unmatched. We are completely satisfied with Interstate and I am pleased to recommend them for the operation of any parking facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Dunn", written over a horizontal line.

Brian J. Dunn
Sr. VP-Operations



MILWAUKEE DOWNTOWN

HISTORIC
LANDMARK
HOTEL 1902

648 N. PLANKINTON AVENUE | MILWAUKEE, WISCONSIN 53203
www.residenceinn.com/mkeri

414 224 7890 PHONE
414 224 7923 FAX

July 1st, 2011

To Whom it May Concern:

I have had the pleasure of working with Interstate Parking Company since November 2010. They were instrumental in facilitating a smooth transition from our previous provider to their system. The team at Interstate Parking was onsite months before the transition date to understand the complex nature of our facility and worked to customize a system that was specific to our needs. Even after the transition they continued to provide hands on service as my team became familiar with the new system and had a lot of questions and they are still available at any hour to support them. With the technology their equipment has we have been able to implement a better tracking system that has allowed us to increase our revenues and deliver better customer service.

I highly recommend working with Interstate Parking Company and am available for any questions.

Respectfully,

Bryan Lucas

General Manager
Residence Inn by Marriott
Milwaukee Downtown
P: (414)-289-3501
blucas@rimilwaukee.com

A SUITE MASTERPIECE ON THE RIVERWALK

IV-C. Compensation to Milwaukee County

1. Bid Amount

As required in the RFP, our bid is included as Attachment "A", Bid Submission Form. Also attached, as required, is Attachment "B" Acknowledgements and Conditions. Our bid and agreement to the Acknowledgements and Conditions is conditional to reaching a mutually agreeable final Lease Agreement including, but not necessarily limited to, incorporation of the following provisions which we agree to negotiate in good faith with Milwaukee County upon award of the contract.

Additional Compensation to Milwaukee County

In addition to our Bid Submission Form, we hereby offer the following additional compensation to Milwaukee County:

- 1) In addition to the required percentage rent payment of 10% in excess of \$350,000 gross revenue per year, we offer the following additional percentage rent payments based on cumulative revenue over the term of the lease:

Tier 1 - Additional 10% of revenue in excess of \$425,000 up to \$450,000

Tier 2 - Additional 15% of revenue in excess of \$450,000

For purposes of calculating the Tier 1 and Tier 2 thresholds for the second and following lease years, the amount of revenue (if any) exceeding the current year's Tier 1 and Tier 2 threshold will be added to the current threshold amounts to calculate the following year's Tier 1 and Tier 2 threshold to prevent compounding/duplicate percentage rent.

- 2) We estimate our average annual cost of snow plowing and ice control will be approximately \$6,500 per year. At Milwaukee County's option, we would increase the lease by \$6,500 per year if Milwaukee County would prefer to continue performing snow plowing and ice control.
- 3) **Lot Re-Surfacing Option** – In our review of the lot with our asphalt contractor, we will invest approximately \$10,000 for the initial patching, re-sealing and re-striping of the lot. In general, the lot is in rough shape and should be replaced within the next five years. The cost of such replacement is approximately \$150,000 to \$175,000. We would be interested in discussing an optional proposal to replace the entire lot in our first year of operation under terms that might include a longer-term lease of 10 or more years.

Conditions to Bid for Negotiation in Final Lease Agreement

- 1) Attachment "C" of the RFP included a "Draft Lease Agreement". We will need to review the "Final Lease Agreement" and negotiate all terms in good faith with Milwaukee County.
- 2) Considering the material reliance on area events, as well as external factors outside of our control that may cause a material reduction in revenue, we would like to negotiate mutually acceptable (and industry normal) terms for modifying the lease in the event a material change in revenue occurs.
- 3) As detailed in our proposal, we intend to invest approximately \$75,000 in improvements in the lot that will become the property of Milwaukee County at the expiration of the lease term. Internally, we will amortize this investment over 60 months. If, for no fault of Interstate Parking,



the lease is terminated prior to the end of the 60 month term, we would like to negotiate a repayment for the unamortized portion of our capital investment.

- 4) Our bid is based on our ability to generate approximately \$130,000 per year in additional gross revenue; or approximately a 45% increase as compared to current revenue. While we are confident in our ability to achieve this increase, our marketing efforts will likely take up to 6 months to stabilize revenues. We would like to negotiate a rent "ramp up" schedule for the first six months of the lease. We would be willing to add an optional six months to the end of the lease term to make up for this "ramp up" period if desired. The proposed "ramp up" period would be such that rent for the first six months would be reduced by the following amounts:

Month 1	\$11,750
Month 2	\$9,500
Month 3	\$7,500
Month 4	\$5,500
Month 5	\$3,500
Month 6	\$2,500

As a consideration for this proposed "ramp up" period, if we exceed \$375,000 in our first twelve months of operation, we will pay Milwaukee County, as additional rent (including percentage rent), 100% of the revenue in excess of \$375,000 up to the value of the "ramp up" rent reduction schedule listed above such that if we generate \$415,250 in revenue the entire "ramp up" rent reduction amount will have been eliminated.



IV-D. Description of Entity and Related Experience

1. Company History

Interstate Parking Company was formed in 2009 by experienced and entrepreneurial parking and real estate professionals including our Managing Member Zilber Ltd. (Represented by Thomas Bernacchi), Douglas Hoskin (formerly Parking Services, Inc.) and Tony Janowiec (formerly with Imperial Parking). In 2010, we partnered with Paul Schnettler and merged the operations of Premier Parking to form Interstate Parking Company of MN.

Interstate operates over 80 locations with approximately 13,000 stalls and over 110 employees. Our principals own 17 parking assets throughout Minnesota and Wisconsin. Our rapid growth within the first three years of operation is due to our proven track record of substantially increasing net profits for our clients immediately after assuming operations. We achieve these results by implementing customized state of the art on-site and back office technologies to create the most efficient, customer friendly parking operations possible.

Locally Owned and Operated with Major Resources

When we started Interstate Parking we believed we could be most competitive in the parking industry if we could combine the strengths of a small entrepreneurial parking company with the resources and fiscal integrity of a big national corporation. With growth from 8 locations in 2009 to our current 80+ locations in our third year of operation, we believe we were right! Our challenge was easily reflected in the following simple matrix:

Type of Parking Company	Senior Mgmt/Ownership Attention to Daily Operations	Financial Stability, Resources, Accountability, Separation of Duties, Audit Integrity
Small Locally Owned/Operated	Yes	No
Big National Company	No	Yes
Interstate Parking	Yes!	Yes!

So, how did we do it and why do our parking customers and our clients benefit?

A major advantage for Interstate Parking's clients is our unique organizational structure that combines a small company's entrepreneurial operating approach with the fiscal integrity and financial resources of a major institutional grade corporation. This is possible due to our affiliation with **Zilber Ltd.**, a nationally acclaimed real estate and asset management company who is one of the owners of Interstate Parking. Zilber is a developer of residential, commercial and light industrial properties as well as interval ownership resorts located in premier locations across the United States. Established in the 1960's and still headquartered in Milwaukee, Wisconsin, Zilber, Ltd. owns and manages approximately six million square feet of commercial space and also maintains a land development portfolio to accommodate build-to-suit projects.

Zilber and Interstate Parking share the same back office support team including Human Resources, Accounting, Audit, Legal, I.T., Facilities Maintenance and Risk Management. As a result we are the only locally owned and managed parking company that is able to provide the depth of resources, separation of



duties, fiscal and legal integrity and information technology infrastructure only matched by a much larger national corporation.

This means our clients and our daily parking customers benefit from superior local customer service, direct daily involvement by Interstate's owners and senior management that is typically lost in the organizational layers of our much larger national competitors. These benefits come without sacrificing the accountability and financial integrity that would otherwise be cost prohibitive for our other small local competitors.

Relevant Experience

In addition to the specific references listed throughout this proposal, approximately half of the locations we operate are similar (or in some cases identical) to the mode of operation proposed for 6th and State. We are experienced and capable in operating gateless fully automated surface lots with modern pay on foot kiosk systems as well as the corresponding enforcement technology to ensure revenue control.



2. Management and Leadership Team

Our principals and management have more than 75 years of collective experience in the parking industry including extensive experience in both public and private sector parking operations. Below is a brief outline of our team's experience:

Tony Janowiec, Principal

1998 – 2005 Imperial Parking, US
2009 – Present Interstate Parking Company

Tony began his parking career over 11 years ago as a valet with Imperial Parking (Impark) while attending college. He continued his parking career with Impark and was promoted to District Manager and subsequently General Manager of Milwaukee operations. During his tenure as General Manager, Tony was recognized by Impark for the 'most improved profitability of a branch' as well as the 'highest net income over budget'. Responsible for over 40 locations including downtown area surface lots and class 'A' parking garages as well as the Wisconsin State Fair parking and Miller Park Stadium parking, Tony's experience spans all aspects of parking operations. Tony was then promoted to Director of Business Development for Impark's Midwestern markets working out of Impark's Chicago regional office.

In late 2005, Tony left Impark and worked on developing a new biofuel technology company. In late 2009, Tony partnered with Tom Bernacchi (Zilber, Ltd.) and Doug Hoskin to form Interstate Parking Company. Tony's current responsibilities include management and development of Interstate's Milwaukee operations.

Tony is originally from Minnesota and graduated from the Carlson School of Management at the University of Minnesota majoring in Entrepreneurial Management. He currently resides in Milwaukee with his wife Abby and their two children Kate and Will.

Kevin Richards, Wisconsin General Manager

1993 – 1997 Manager - Imperial Parking, US, 1000 N Water Garage
1997 – 1999 Operations Manager – CPS Parking, Milwaukee
1999 – 2000 General Manager – CPS Parking, New Orleans
2000 – 2001 Senior Operations Manager – CPS Parking, Chicago
2001 – 2004 Operations Manager – InterPark, Chicago
2004 – 2008 Division General Manager – InterPark, Boston

Kevin L. Richards is currently the Wisconsin General Manager of Interstate Parking. He received his Associate degree in Business from the University of Fond Du Lac.

Mr. Richards began his career in parking in 1993 in Milwaukee with the responsibility of overseeing 9 locations including the 1000 N. Water garage. He was subsequently promoted to General Manager overseeing parking in New Orleans and was responsible for overseeing annual revenues of 60 million including Super Dome event parking, New Orleans Airport, Hotels, the French Quarters and Mardi gras. In 2000, Mr. Richards was assigned to Chicago to oversee the financial district that included Class A office building, hotels, Chicago Board of Trade, Hospitals, City of Chicago lots, Sears Tower, Residential Properties, The Merchandise Mart and Theater District. As a result of his success, Mr. Richards was promoted to Boston to oversee the companies owned assets with an annual revenue of 30 million in 2004. He was also assigned to oversee the Equity Property management Class A office buildings portfolio



of Boston. In 2006, Mr. Richards initiated a relationship with the Boston Celtics. As a result he developed and implemented exclusive parking program for their season ticket holder and fans that included a trolley service to and from games.

John Clark, Area Manager

2001 – 2013 Parking Manager – Spokane International Airport
2013 – Present Interstate Parking Company

John started his parking career in August of 2001 at the Spokane International Airport as a Parking Supervisor for 6 years. He was then promoted to the Assistant Parking Manager handling day to day operations of the parking facility and was responsible for facility management of the rental car facility at the airport as well. 2 years later he was promoted to airport Parking Manager and was responsible for all aspects of parking management including oversight of the \$10 million dollar annual revenue budget. John and his wife Eva have three children two Beagle dogs.

Robin Hetland, Customer Solutions Manager

Robin Hetland was the first employee of Interstate Parking and has been instrumental in developing the customer service programs and accounting systems within the company. Initially hired as an administrative assistant, she has earned several promotions and is now our Milwaukee Customer Solutions Manager. She is currently responsible for monthly parking and validation sales, administration of corporate account management and directing the customer service programs throughout our operations.

Prior to joining Interstate, Robin worked as a Project Coordinator for a mid-sized General Contractor in Southeastern Wisconsin for 11 years. In her tenure there, Robin had extensive contact with several local municipalities working to secure permits, and maintaining excellent communication and developing a good working relationship with the necessary parties. This includes keeping up to date, well organized project files and documentation for multiple, concurrent projects.

Douglas Hoskin, Principal

1982 – 1990 President – Allright Parking Minnesota, Inc.
1987 – 1990 Vice President Marketing – Allright Parking Corp, Eastern Division
1990 – 1996 President – Parking Services, Inc.
1996 – 2002 Vice President – Imperial Parking, US
2009 – Present Interstate Parking Company

Douglas Hoskin received his education in accounting at Anoka Ramsey Community College and the University of Minnesota. Doug practiced public accounting and worked as a financial administrator prior to entering the parking industry. In 1982, Doug was hired as City Manager for Allright Parking Minnesota, Inc. and was subsequently promoted to Vice President then President of Allright's Minnesota subsidiary and Director of Business Development of Allright's U.S. Eastern Division.

At the time of Doug's employment with Allright, his charge was to operate one down-town Minneapolis surface parking lot, and to begin development and expansion of Allright's Twin Cities business. Over the course of the next eight years, Doug proceeded to bring Allright Parking into prominence in the Minneapolis/St. Paul market by controlling and operating approximately thirty-five parking properties.

In March of 1990, Doug left Allright and formed parking Services, Inc. (PSI). In less than five years, he developed PSI into a respected player in the parking management and consulting business. In April 1996,



Impark acquired PSI's local operating portfolio which consisted of twenty-six properties. At that time Doug accepted a position as Vice President of Impark. In April 1997 Doug was assigned the responsibility of over seeing Impark's United States operation.

Doug has maintained an active involvement within the local community. He is a member of both the Minneapolis and St. Paul Chamber's of Commerce. He served four years on the Board of Directors of the St. Paul Convention and Visitors Bureau. He also served on the Board of Directors of the Capital River Council (District 17) for eight years and served six years on the Board of the Saint Paul Parking Facilities Advisory Committee which made recommendations to the City Council on issues of parking facility safety and security. (He currently is active in various parking and transpiration circles in the Twin Cities area.) In 1991 Doug was appointed to the Regional Transit Board's Rideshare Advisory Committee, which dealt with traffic management issues for the Metropolitan area. Doug has also served on two LRT Advisory committees; co-sharing one committee. He has worked closely on transportation issues with the MCTO, Minnesota Rideshare, MN DOT, the former RTB, and the Metropolitan Council. Further, he chaired the Development Committee for the Elliot Park Neighborhood and was a member of the Cedar Riverside Business Association.

In 2001 Doug left Impark and focused on fee owned acquisitions and development of parking facilities while he continued to provide parking related consulting services to both the private and public sectors.

In 2009, Doug together with Tony Janowiec and Tom Bernacchi (Zilber, Ltd.) founded Interstate Parking Company.

Thomas Bernacchi, Representing Zilber, Ltd. as Managing Member

Thomas G. Bernacchi, CPM is Vice President of Towne Realty, Inc. a Zilber, Ltd. company and Managing Director of Zilber Property Group.

Mr. Bernacchi has worked in the field of commercial real estate, leasing, development, and management for over 32 years. He is a licensed real estate broker in the State of Wisconsin. Mr. Bernacchi is a charter member and past President of the Commercial Association of Realtors® Wisconsin. Mr. Bernacchi is a Certified Property Manager and was actively involved with the Institute of Real Estate Management (IREM), where he served as a national Governing Councilor for eight years and Regional Vice President of Region 9 for two years. In addition to his association with IREM and CARW, Mr. Bernacchi is active in the Building Owners and Managers Association (BOMA), a Director and Past President of NAIOP Wisconsin Chapter and is the Chairman of the Board of Milwaukee Downtown BID #21.

In 2009, Mr. Bernacchi and Zilber Ltd partnered with Doug Hoskin and Tony Janowiec to form Interstate Parking Company.



3. Principals

The following principals have greater than a 1% interest in the ownership of Interstate Parking Company:

Towne Parking, LLC

Thomas G Bernacchi, Vice President
710 N Plankinton Avenue
Milwaukee, Wisconsin 53203

Sonas, LLC

Tony Janowiec
710 N Plankinton Avenue
Milwaukee, Wisconsin 53203

Midwest Parking Group, LLC

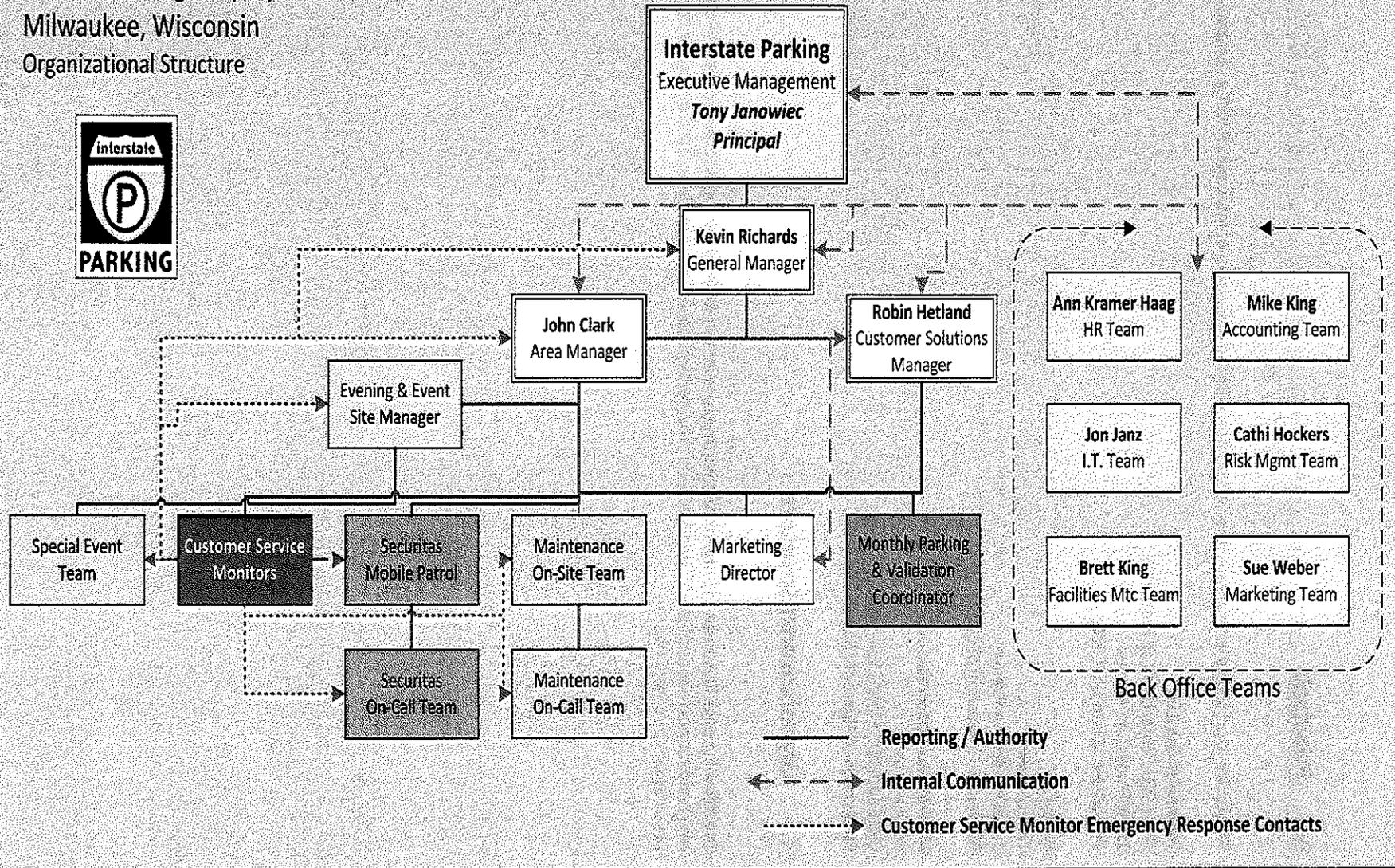
Douglas Hoskin
609 South 10th Street, Suite 104
Minneapolis, Minnesota 55404

4. Organizational Structure

The following page illustrates the organizational structure for our Milwaukee operations and the chain of command for operations of the 6th and State lot. The detailed operations plan is included in Section IV. E. Description of Property Use.



Interstate Parking Company
Milwaukee, Wisconsin
Organizational Structure



5. Staffing Plan

For the operation of the 6th and State lot, our General Manager, Kevin Richards will be in charge of the operation along with our Area Manager, John Clark who reports directly to Kevin. Our customer service and maintenance staff positions that will provide services to the operation on a daily basis are as follows. The average experience of these positions is about 2 years.

Patroller – On a variable schedule throughout the day, one of our revenue enforcement patrollers will check the lot for valid proof of payment for each vehicle parked. Vehicles not presenting a valid proof of payment will receive a violation notice requiring payment of a violation fee.

Maintenance – On a daily basis, and as needed, our maintenance staff will check the lot for litter, debris, snow, ice, signage condition and operability of our pay stations. The maintenance staff will follow our surface lot maintenance schedule to keep the lot in a tidy condition.

Event Staff – During major events, we will staff 2 to 3 customer service event staff who will flag at the entrances to attract event-goers and assist with finding parking spaces and directions to pay the pay station.

The job descriptions for these staff positions are as follows.

Customer Service Ambassador, Cashier and Event Attendant

Scope of Position: Responsible for operating a specified location by performing cash transactions and providing excellent customer service.

Jobs Duties and Responsibilities:

- Responsible for performing cash transactions with accuracy and precision
 - Keeping cash organized and knowing what is on hand.
 - Ensuring cash and tickets are sorted throughout the day.
 - Preparing cash control/summary sheets with accuracy and neatness.
 - Reporting all overages and shortages.
 - Plan ahead to have adequate change on hand.
 - Completing all Interstate documents completely, accurately and neatly.
- Responsible for keeping work environment neat and organized at all times:
 - Cleaning and organizing the interior of the booth.
 - Cleaning the booth windows.
 - Ensuring that signage and equipment on the lot is continuously wiped down and free of vandalism and graffiti.
 - Walking through the parking lot and picking up any excess garbage and changing bags in garbage cans.
 - Ensuring supplies are properly stacked and organized at all times.
- Responsible for maintaining a safe and secure work environment
 - Ensuring the windows and doors are locked and cash is removed if booth must be vacated at any time.
 - Securing monies and control sheets by putting them in a deposit bag and keeping it secure prior to their deposit.
 - Report all odd occurrences or strange persons on the lot to supervisor immediately.
- Responsible for being punctual and ensuring that timecard is punched at the beginning and end of each shift.



- Adhering to the Interstate dress code for proper attire and grooming.
- Responsible for adhering to all company policies and procedures.
- Resolving customer complaints quickly and efficiently.
- Providing exceptional customer service by being pleasant, courteous and helpful to customers.
- Other duties as may be assigned.

Maintenance Technician

Scope of Position: Responsible for providing cleaning and maintenance services to support parking operations.

Jobs Duties and Responsibilities:

- Complete work orders as assigned by Manager.
- Communication with landlords, suppliers, and contractors.
- Light maintenance including:
 - Cleaning windows, railings, parking equipment
 - Sweeping and mopping floors
 - Emptying garbage receptacles
 - Collecting and removing litter from all parking areas
 - Sign Installations
 - Pressure washing
 - Power sweeping
 - Painting
 - Snow plowing
 - Hand shoveling snow and salting
 - Landscaping
 - Asphalt repairs
 - Basic repairs
 - Repairs of gate arms
 - Repairs of parking equipment
 - Installation of parking curbs, delineators, bollards, etc.
- Operation of the following machinery:
 - Drill
 - Generator
 - Jack hammer
 - Snow plow
 - Bobcat
- Ensure that all safety standards are maintained.
- Complete and follow garbage schedule pick-ups.

Parking Patroller / Enforcer

Summary: Patrols assigned area such as our multiple Metro-Milwaukee parking lots to issue tickets to non-paying or overdue parking violators.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Patrols all parking lots and structures.
- Enforces all parking regulations
- Records and issues citations
- Reports missing or vandalized signs, gates or anything that looks suspicious.



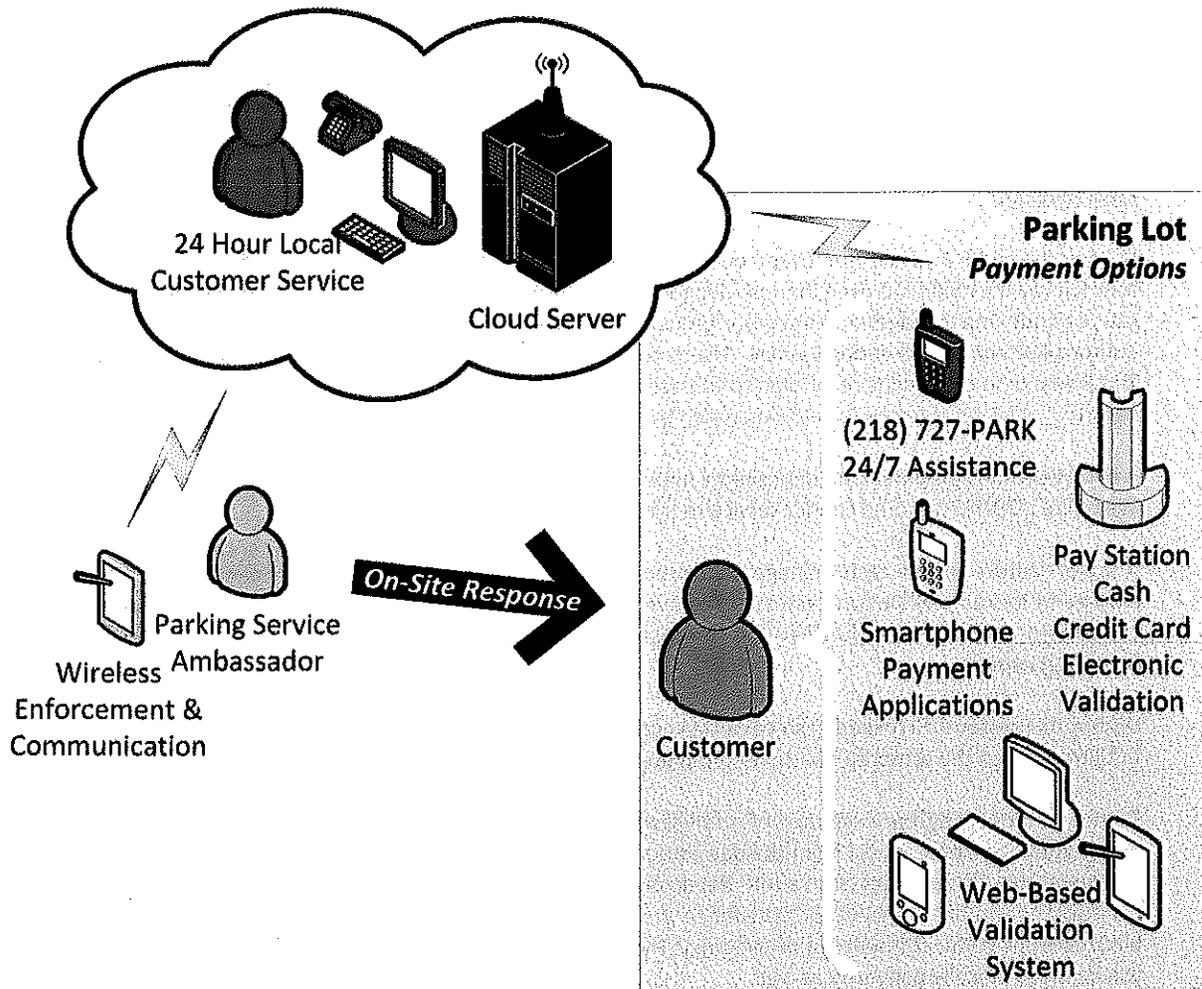
IV-E. Description of Property Use

1. Operations and Technology Plan

A – Description of Modern Parking System

We propose to eliminate the gates currently installed on James Lovell and 6th Street entrances. James Lovell will continue to operate as an entrance and exit and 6th Street will be open as an entrance only. If it is possible and approved by Milwaukee County, we would also recommend removing the additional curbing from the 6th Street entrance to enable a 6th Street exit as well. All entrances will operate 24 hours a day and be open for monthly and daily customers.

We propose to install a comprehensive and proven automation and customer service response system for operating the 6th and State parking lot. The following diagram illustrates the various payment options and customer assistance options available to the parking customers.



Revenue Control

Interstate Parking uses secure and effective cash management policies and practices for existing parking facilities. Use of a monitored and secure cash room, policies on counting and reconciling of cash to machine generated reports inaccessible to the individuals counting cash, and the use of armored car pickups for bank deposits ensure that cash is safeguarded through the entire process while collecting revenues in an efficient manner. Within the accounting department, we ensure that all parking funds are controlled, recorded, and accounted for timely; reconciling receipts against expected deposits per the revenue control parking equipment.

We have experience in offering all types of payment methods, including credit card, debit card, ACH and checks. Our existing banking relationships and policies ensure that all receipts are deposited timely and adequate controls over receipts are in place.

Interstate currently has both pre and post validation accounts with existing customers, and can easily transfer those processes to the Milwaukee County approved customers. Validation invoices, like monthly parking invoices, are actively monitored and followed up on to ensure timely payment or else removing lot access as soon as a customer stops making payments. Outstanding accounts are analyzed by management, with outstanding balances reserved for and processed for further collection efforts, including third party debt collection efforts, when required.

Variance analysis is performed monthly as another check against the account and parking equipment reconciliations to ensure that all revenues are properly captured and recorded in the financial statements in a timely fashion.

Cash Handling

During the cashier's shift (for event operations when cashiers supplement the pay stations), whenever revenue reaches \$200.00 over the operating bank, the cashier is required to make a deposit into the drop safe, or notify the manager to make cash "pick up". The auditor will verify these drops and a deposit slip filled out for all pickups made during the day. The manager will deposit this revenue at the end of the business day. The actual cash dropped is reconciled to the daily composite by the auditor and any overages/shortages are reported. All work is reviewed and supervised by the manager.

A bank deposit is prepared and deposited a minimum of once per week from the facilities office to the bank. We utilize LOOMIS armored courier service to transport the deposit to the bank.

A major feature of our cash management process is our secure, monitored vault used for intermediate storage of locked pay station cassettes and event revenue drops. With our armored courier and off-site cash room service not only does this process increase revenue security but it substantially reduces operating expenses.

Within this system, all locked cash cassettes cycle between the pay station and the off-site secured vault until transfer to the armored courier is complete.

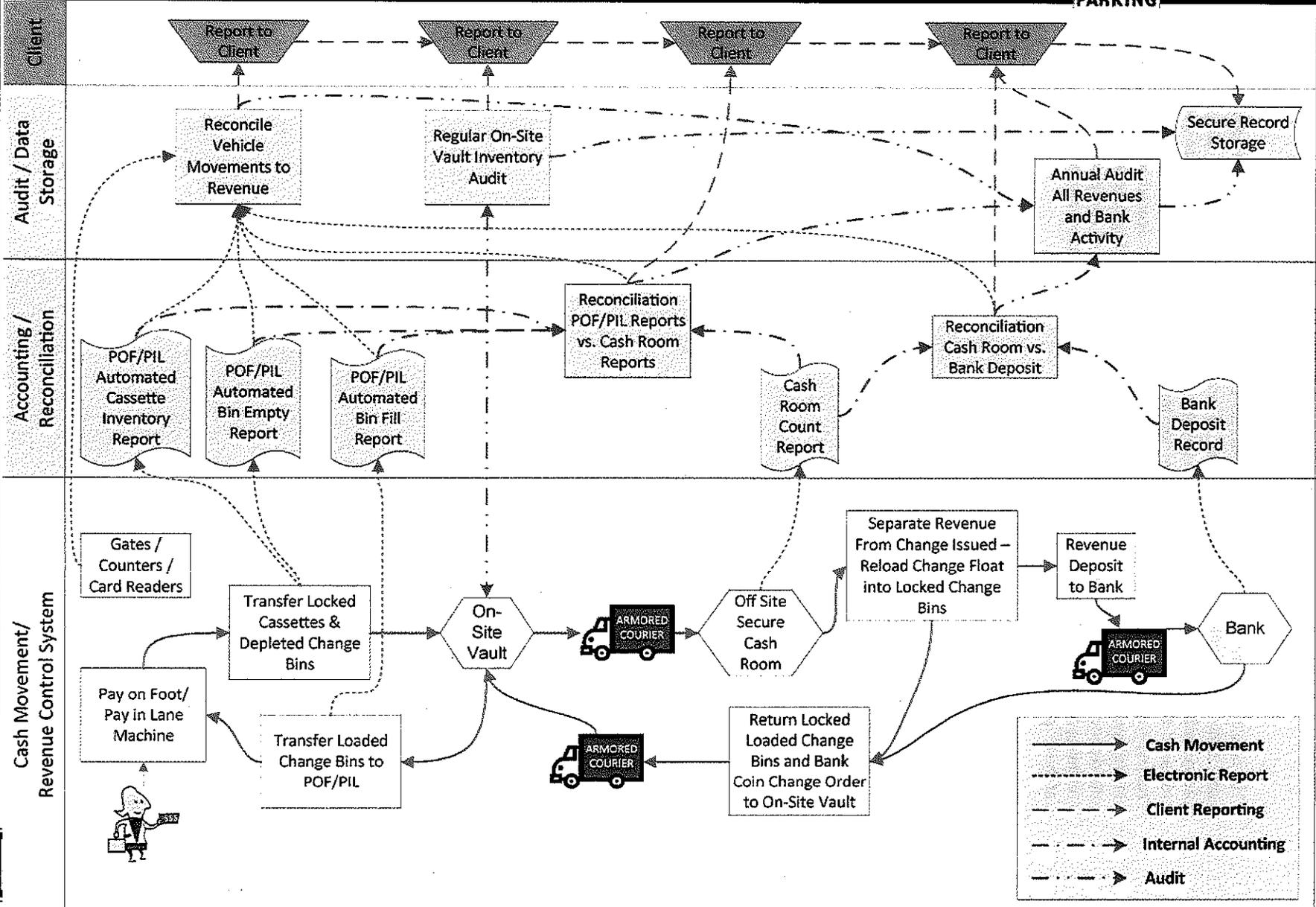
Each event involving the exchange of a full cash cassette and replacing it with an empty one triggers an automated electronic report from the pay station. These tamper proof electronic reports are sent directly to Interstate's accounting and audit department. These electronic reports indicate that cash is in transport to the off-site vault for transfer to the armored courier and will be reflected as a deposit in the bank account within 24 hours of processing. The off-site cash room service and the bank deposit reports will be electronically delivered as well.



The result is a system of accountability and efficiency that provides segregation of cash handling duties and daily identification, review and audit of any discrepancies throughout the entire process. Accountability is built-in to the system with pay station credentials identifying the on-site employee who removed the cassette, the armored courier log for pick up from the on-site vault and the electronic reports from the pay stations, the off-site cash room and the bank's deposit processing center. Any discrepancies can be tracked to the specific step along the cash handling process to identify when the discrepancy occurred and make investigation of any such discrepancies immediate and accurate. The following pages include flow charts illustrating our cash handling procedures for the proposed operation at the 6th and State lot.



Cash Management Process Flow
Pay on Foot & Pay in Lane Machines



Accounting and Audit

Interstate Parking has extensive experience and expertise in accounting and records management and is proficient in the application of US generally accepted accounting principles (GAAP). Our accounting department allows for a robust internal control system including full segregation of duties, securing of company assets, monitoring of cash, and reconciliation of accounts and ledger balances.

We have the ability to provide exceptional records management, with a detailed policy in effect for all its accounting functions. Records of parking receipts, reconciliations, and invoices are kept on site for two years, after which they are stored in a secure off-site storage location for seven years, permanently, or as otherwise required depending on the document and client requirements. All documents and records are able to be recalled within one business day and would be available for Milwaukee County's review at any time upon request.

Zilber Ltd is subject to an annual audit of its operations performed by Deloitte and is experienced in maintaining records in a format necessary to facilitate a full audit of the financial statements.

A working day (24 hour period) generally runs from 12:00 a.m. to 11:59 p.m. The charge for tickets issued in the facilities will be based on the same time frame. Tickets issued from the pay stations are differentiated by the location name, numerical series and a letter indicating the specific lane on the dispenser ticket.

Cost Management

Interstate Parking Company's management team has proven experience in making parking lot operations highly efficient and cost competitive. Due to our extensive local presence we are able to work with area vendors to provide services and goods at value prices. All major vendors used are selected following a competitive bidding process, and are constantly evaluated to ensure they remain highly cost effective.

Within the accounting and finance department a multi-layer invoice review process is utilized to ensure that all invoices processed have been properly approved, and the services or goods have been performed or delivered satisfactorily before payment is released. Our policy is to pay vendors promptly upon receipt of invoices to take advantage of all discounts offered, and further provide the ability to negotiate additional discounts and price reductions due to favorable payment terms.

Accounting and Bookkeeping

Original books of entry will be maintained by Interstate Parking in the Milwaukee office. These records will be available for inspection at any time by designated representatives of Milwaukee County.

General Ledger

The Milwaukee office accounting staff is responsible for the recording of all transactions to the general ledger on a timely basis. Monthly financial statements are produced and used as the basis for preparation of the monthly report to Property Management. Duplicates of the monthly summary of postings and yearly summary of postings are maintained in the main office.

All monthly and yearly closings and balancing are the responsibility of the Milwaukee office accounting staff.

Cash Receipts

All parking revenues are deposited into the Interstate Parking account at the Private Bank in Milwaukee.



Daily cash reports are available to the accounting and audit team real time through the bank's web interface. These documents are reviewed and verified and serve as the source of entry for deposits to all bank accounts. Revenue reports are to be produced, summarizing total parking revenue by category and date.

Cash Disbursements

All invoices are submitted to the city office once each week for payment. The invoices will be reviewed, approved by the Operations Manager and General Manager and paid when due. Duplicate copies of all invoices submitted for payment are maintained in the Milwaukee office. All invoices will be paid through Interstate's operating account. Milwaukee County will reimburse Interstate through the invoice provided with the monthly operating reports.

Payroll

Processing of time cards, and maintenance of personnel files and leave records is the responsibility of the corporate office. Payroll is processed bi-weekly by the corporate office based upon payroll input information prepared by the location office and then provided to the corporate office. All payroll data is available real time for the corporate office, in our web based Timestar timekeeping system, for audit and verification.

General Journal

A general journal is maintained in the Milwaukee office detailing all non-cash entries affecting the operations of the Facilities.

Sales Tax Collections, Remittance and Reporting

All parking fees and transactions include the appropriate sales tax charge. All applicable sale tax will be paid by Interstate Parking and deducted from Gross Revenue collections. Interstate Parking will assist the Milwaukee County in any way deemed necessary in the calculation or remittance of the sales tax as instructed by County officials.

Monthly Report

A monthly report will be prepared by Interstate Parking and submitted to Milwaukee County on or before the 15th of each month. At a minimum, the report shall include the following information;

- operations report cover letter;
- revenue summary;
- budget to actual comparison (Income Statement);
- settlement invoice;
- accounts receivable and aging schedule;
- current contract rent schedule;
- check register detailing the date, vendor, account code, description of purchase and amount;
- other reports as requested and specified from time to time by the Milwaukee County.

The forms and content of the monthly report are subject to change by Milwaukee County.



Ticket Inventory, Distribution, Storage and Tracking

The manager inventories all new tickets received from the manufacturer, checking numerical sequence. The manager will then record each stack of tickets by beginning and ending ticket numbers on the ticket master inventory log. The tickets, bill of lading and the master ticket log are then stored in a locked storeroom, in sequential order.

Tickets will then be allocated to each entrance lane by location and event, series number and identifying letter. Tickets will remain in sequence until the supply is exhausted. When tickets are removed from inventory, the tickets are logged out on the master ticket inventory log by recording the date, series numbers removed, location to be restocked and the signature of the person who removed the tickets.

Tickets will only be removed from the storage room and restocked by either the manager or event supervisor. The manager will order all tickets. The manager inventories the supply of unused tickets each 60 days between orders, again verifying numerical sequence.

The ticket stubs are then returned to the office for audit. Once the tickets have been audited, they are bundled, labeled with the date the tickets were processed and placed in a storage box. When a box becomes full it is labeled with the location and dates of the tickets it contains, and is placed in a locked storage room. Used tickets are held in storage according to the schedule outlined below.

Records

Interstate will keep and maintain records at the facilities or off-site storage facility. The Books and Records will be kept in accordance with the generally accepted accounting principles for the following specific periods at a minimum and longer if required by the Milwaukee County:

Parking Tickets	2 year
Time Cards, Invoices	3 years
Summary Sheets	2 years
Electronic Data	5 years
Financial Reports	5 years

The Controller will notify Milwaukee County and obtain approval before any records are destroyed or deleted.

Compliance with Laws, Rules and Regulations

Interstate Parking Company operates in multiple states, counties, cities and neighborhood districts. We are aware and respectful of adopting local laws, rules and regulations in operating our parking businesses. Whether it be local sales tax rules or recognition of regulations subject to national historic districts, we remain current and in compliance with all regulations. Our legal department is intimately familiar with all laws, rules and regulations affecting the parking business and when entering a new municipality we review all areas of local statute, ordinances, permitting requirements, city codes, tax authorities and other statutory requirements to ensure we are operating within the legal parameters expected.

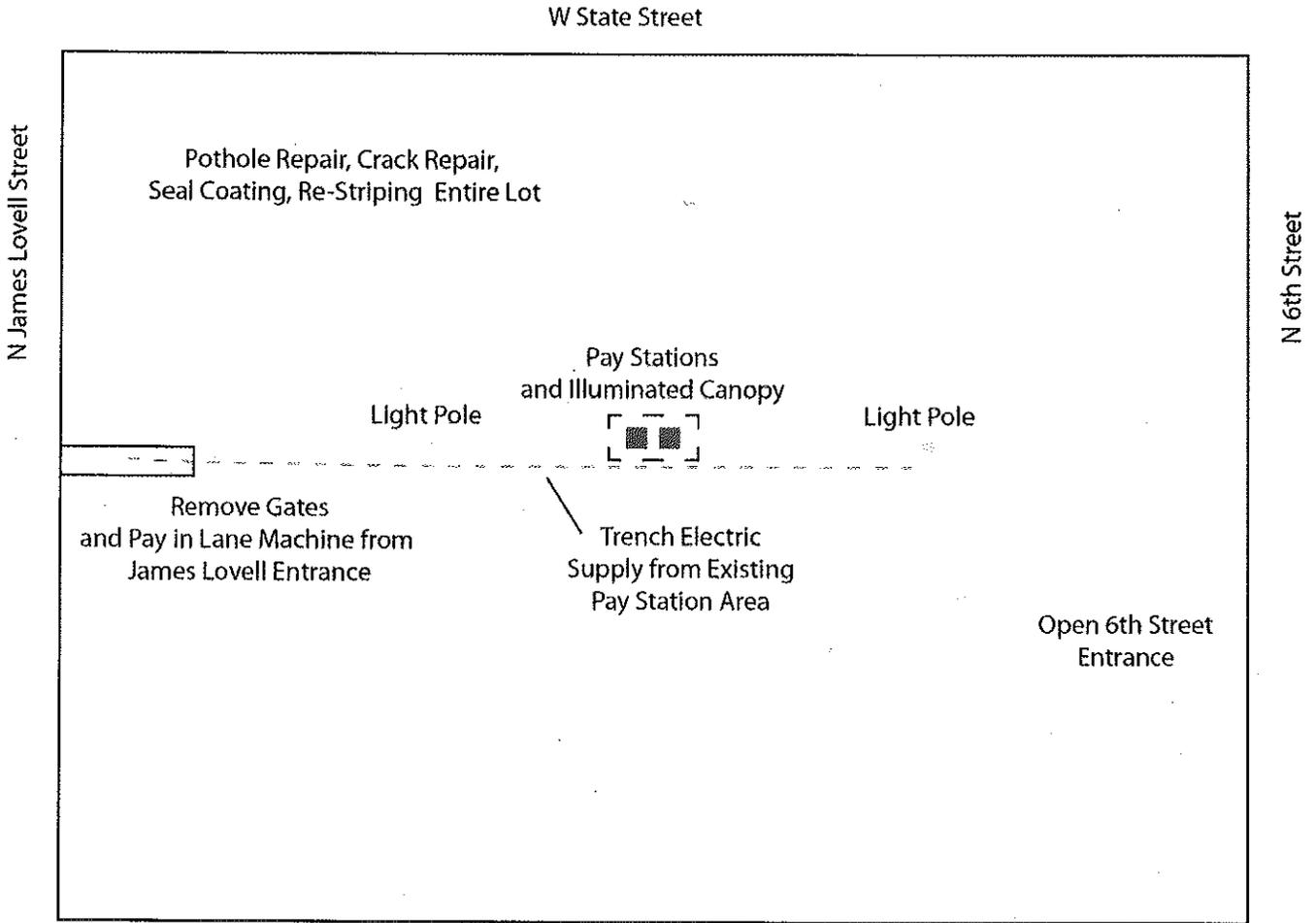
We also participate in many prominent real estate and business/neighborhood improvement associations and our active membership involvements in these associations such as Building Owners and Managers Association (BOMA), National Parking Association (NPA), Chambers of Commerce, Convention and Visitors Bureaus and various local business improvement districts and neighborhood associations keep us current with changing regulations on a local neighborhood zone, city, county and state levels.



B - Operations

1 - Proposed Use

The following diagram includes a schematic of the improvements proposed for the efficient operation of the 6th and State lot with the exception of final signage placements. We will work with Milwaukee County to specify exact locations of proposed improvements upon award of the contract and recognize that all improvements will require Milwaukee County approval in advance of performing any work.



2 – Equipment and Improvements

A summary of the equipment and improvements we will invest in the operation are as follows:

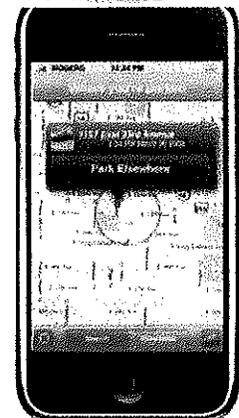
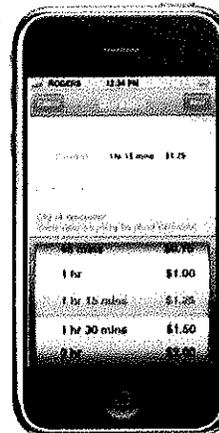
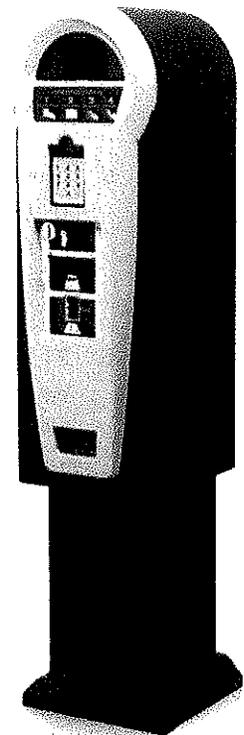
2 Automated Pay Stations	\$18,000 (\$9,000 per machine)
Installation	\$3,500
Canopy	\$5,000
Lighting	\$30,000
Signage	<u>\$3,500</u>
Total	\$60,000

Should the contract terminate in less than 60 months, we propose to sell the equipment to Milwaukee County at a price equal to the unamortized portion of the initial capital investment

As you can see, the proposed technology includes the following features:

1. Two Modern “Digital Payment Technologies” brand pay stations to be installed on your lot enabling payment by credit card, cash and electronic validations as well as almost infinite flexibility in short and long-term parking options. We propose to install the pay stations in a central location inside of the parking lot within a well-lit, visible, covered canopy. We believe, with the size of the lot and the volume of daily and event parking, two machines are necessary to provide exceptional customer service and minimize the potential for customer’s waiting in line to pay. Upon award of the contract, we will discuss specific location for the installation with Milwaukee County and install the machines in an approved location. The machines are capable of operating in one of three modes:
 - a. Pay by License Plate – Customers enter license plate number and pay by cash, credit card or electronic validation. Patrollers utilize our in-house electronic patrol system to check license plates throughout the lot for proof of current, valid payment.
 - b. Pay by Space – Customers enter stall number in machine and make payment (same as Pay by Plate). In our Milwaukee climate, we do not recommend this option as stall numbers are typically covered in snow at least during certain days; even with excellent plowing and ice control.
 - c. Pay and Display – Customers make payment, receive printed parking pass and place the parking pass in the dashboard of their vehicle. Patrollers check individual parking passes during the lot patrol. This mode of operation is in place at our other automated locations throughout Milwaukee.

We will initially operate the lot in pay and display mode.



2. Considering the substantial evening potential during both event and non-event periods, we believe the installation of a high efficiency LED lighting system is necessary to promote the lot and encourage public safety. We have budgeted for the installation of two light poles with flood style LED lights. We estimate the costs of each installed light pole at approximately \$15,000.
3. Integration with Verrus 'pay by phone' payment system including smartphone payment application whereby anyone can pay for parking without visiting the pay station and add time to their parking stay without returning to the parking lot.
4. Web based validation system for all area businesses enabling free or discounted parking to business patrons. With this system, authorized businesses and government departments may validate or offer discounted parking to customers for a pre-determined period of time. Interstate will bill each validation group on a monthly basis for their utilization. In lieu of the web-based solution, we are also able to offer electronic validations where authorized businesses may pre-pay or post-pay for electronic code numbers that can be entered into the pay station when paying for parking in lieu of paying with cash or credit card.
5. Event Parking – We will provide customer service staff for all major events at the Bradley Center, US Cellular Arena, Delta Airlines Center and any other area events that will create demand for parking on the lot. The customer service staff will 'flag' at the entrances, attracting attention to the parking lot and provide customer assistance in making payments and way finding.
6. 24 Hour local customer assistance at (414) 431-6555 for responding to parking related emergencies. Our local manager on duty will answer all calls on a 24/7 basis to assist customers with parking related problems and dispatch a member of our 24 hour parking service ambassador team if necessary to assist a customer in person or to perform emergency pay station troubleshooting.

Parking Program for Your Lot

With our extensive experience in the Milwaukee parking market, we believe there are several opportunities to introduce additional rate structures that will position the 6th and State lot as a competitive offering for the various parking users within the immediate radius of the lot.

Our proposed objectives philosophy is as follows:

- Provide competitive pricing for all day and employee parking
- Introduce hourly weekday rates to attract the extraordinary demand for hourly parking in the area
- Introduce event-specific rates to adjust for demand based on size of event
- Introduce competitive evening and weekend non-event rates to attract demand from MATC student parking, Museum and iMAX patrons

To achieve these objectives, our initial rates, subject to change, and comparison to nearby facilities are as follows. We recognize the requirement to guarantee the current monthly contract customers a rate of \$80 per month for the first 12 months of the lease.



Rate Proposal and Comparison

Rate Type	Proposed Rate	Current Rate	MacArthur Square	Bradley Center Ramp	Bradley Center Surface Lot
Early Bird - In by 9:00am	\$ 4.50	\$ 4.00	N/A	\$ -	\$ 3.00
Hourly Weekday	\$ 2.00	N/A	\$ 4.00	\$ 1.00	N/A
Weekday All Day Max	\$ 10.00	\$ 4.00	\$ 12.00	\$ 8.00	\$ 3.00
Weekday Evenings after 4pm (Non Event)	\$ 3.00	\$ 10.00	N/A	N/A	\$ 3.00
Weekend All Day (Non Event)	\$ 5.00	\$ 10.00	N/A	N/A	\$ 3.00
Event Rates	\$5 - \$30	\$ 10.00	N/A	\$5 - \$25	\$5 - \$25

Payment Convenience

Interstate Parking monthly and daily customers have the convenience of multiple payment options as follows:

Payment Type	Monthly Customers	Daily & Event Customers
Major Credit Cards	X	X
Cash	X	X
Check	X	N/A
Money Order	X	N/A
Wageworks	X	N/A
Commuter Check	X	N/A
Other Payroll Pretax Withdrawal Programs	X	N/A
Automated Recurring Credit Card Charge	X	N/A
Automated Recurring ACH Charge	X	N/A
One Time Credit Card Payment	X	N/A
Paypal	X	N/A

Corporate Account Payment Convenience

All corporate account activity during the month including monthly parking charges, validation account charges (including detailed backup of actual validation usage), access card replacement fees and any special purchases are invoiced between the 12th and 15th of each month. Combining invoices for both monthly parking and validation charges provides an added convenience to our corporate account customers and results in their ability to process payments to Interstate as compared to receiving multiple invoices throughout each month for each charge type.



3 - Parking Enforcement and Safety Methodology

Interstate Parking utilizes one of the industry's most advanced enforcement systems on the market and is the same system used by major municipalities including the City of Milwaukee. The Duncan AutoIssue / AutoProcess system enables our patrollers to efficiently patrol each automated parking lot and provide robust revenue enforcement. Violation notices are issued to vehicles that are found to be unpaid or improperly parked. The digital violation record contains the vehicle information including license plate number and/or VIN, make, model, color, violation type and payment terms. Violations are issued at \$50.00, reduced to \$25.00 if paid within 7 days. Fees are used to offset the cost of the system and payroll associated with enforcement.

Once a violation notice is issued, it is uploaded to the cloud-based Duncan Auto-Process violation management system on a daily basis. Once uploaded, customers may pay for their violation online at www.interstateparking.com or by mail or telephone on a 24 hour basis. Disputes are handled by our local customer service staff in Milwaukee. On our behalf, Duncan obtains vehicle owner information and sends a payment due notice once the violation notice has aged to 15 days. Once a violation notice has aged to 30 days, Duncan forwards the file to their in-house collection agency, Professional Account Management (PAM) and sends a second collection letter to the vehicle owner. PAM continues collection efforts until the violation has been paid and will utilize credit bureau reporting as a means of enforcing collections.

At any time throughout the collection process, Interstate Parking and Milwaukee County retain the right to void a violation notice for any reason.

Included in our proposal is our 24-hour enforcement service. We will patrol the lot randomly on a 24 hour basis with multiple patrols daily and targeted patrols on evenings, weekends and event periods.



Securitas Patrol Services

As an added benefit to Milwaukee County and in order to provide 24 hour patrol and customer assistance coverage, we utilize the services of Securitas Security Mobile Patrol to not only check the lots during evenings and weekends for revenue enforcement but to also provide a highly visible uniformed security patrol to encourage public safety. The cost of Securitas Security Mobile is included in the terms of our proposal and Milwaukee County will receive no additional charge for this service.

C – Customer Service, Policies and Procedures

Personnel Policies and Procedures

Interstate Parking Company recognizes that employees are its most valuable resource; that Company productivity and quality service are the sole result of employee efforts. Therefore, it is the policy of the Company to recognize and reward employees for dedication to continuous improvement, teamwork and customer service, excellence in leadership, motivation, support of staff and years of service. Some of our specific approaches to aligning staff and company goals are:

- Staff financial incentive plans tied to performance within employee's scope of responsibilities
- Review system based on employee's decision making judgment not a scorecard of mistakes



- In job responsibilities, we match responsibility with authority to empower and equip each of our employees in their positions
- Commitment to promotion from within including long-term career planning
- Regular company sponsored voluntary social outings to enjoy co-worker's company outside of the workplace

ORIENTATION PERIOD AND PERFORMANCE EVALUATIONS

All new employees are placed on a 90-day orientation or training period, during which time you are ineligible for vacation and sick time benefits.

During the first three months of your employment, your supervisor will be observing you to determine your aptitude for the job, how conscientiously you carry through the work assigned to you, your attitude toward your co-workers, together with your record for punctuality and attendance. At the same time, you will have the opportunity to decide whether you like your new job and surroundings.

Periodic evaluations are an important part of the employment relationship. A written performance evaluation will normally be conducted at least annually by your supervisor. The annual review date is your yearly anniversary. This evaluation will be discussed with you so that you will know the areas you are doing well in, how you need to improve, and what you can do to meet your goals, as well as those of your supervisor and the Company. It is also an opportunity for your manager to receive input from you concerning any job difficulties that may be occurring.

Your performance is observed by your supervisor throughout the year. Careful review is made of your attitude toward work, your cooperation, your record of punctuality and attendance, your neatness, the quality and quantity of your work, and the degree of responsibility connected with your particular job.

Salary increases and promotional opportunities are based upon your performance. Evaluations are not, however, automatically accompanied by a salary increase. If you have any questions concerning your salary or progress, see your supervisor.

EMPLOYEE CLASSIFICATIONS

Full-Time Employees are considered full-time when consistently working 30 or more hours per week.

Part-Time Employees are considered part-time when consistently working 20 or more hours per week, but less than 30.

Temporary, Contract or Event Employees are employees who work less than 20 hours per week or are on call as needed and are not eligible for any employee benefits.

A) EMPLOYEE BENEFITS

VACATION

Vacation is provided for you by the Company so that you may have time available for rest and relaxation without loss of income.

Vacation Benefits Awarded

Full-time Employees



Full-time employees, regularly scheduled to work 40 hours per week, accrue vacation hours based on their continuous years of service according to the following:

0 – 1 year		2 – 4 years		4+ years	
Total hours accrued	Hours accrued per pay period	Total hours accrued	Hours accrued per pay period	Total hours accrued	Hours accrued per pay period
56	2.1539	96	3.6924	136	5.2308

Part-time Employees

Part-time employees who work a minimum of 20 hours per week will accrue vacation hours based on their regularly scheduled hours per week and according to the years of continuous service as shown in the following chart:

Hours scheduled per week	0 – 1 year		2 – 4 years		4+ years	
	Total hours	Hours accrued per pay period	Total Hours	Hours accrued per pay period	Total Hours	Hours accrued per pay period
20-25	28	1.0769	48	1.8462	68	2.6154
26-31	36	1.3846	64	2.4615	88	3.3846
32-39	48	1.8462	80	3.0769	112	4.3077

Vacation hours are accrued according to the employee’s anniversary year. Employees are responsible for monitoring and taking their vacation time off over the course of a year so that they do not lose accrued hours when their current anniversary year ends. Unused vacation hours at the end of an employee’s anniversary year are forfeited without pay and will not be paid out in lieu of time off.

Paid holidays falling within an approved scheduled vacation will be recorded as holiday time. No allowance will be made for sickness occurring during a scheduled vacation. Vacation time does not accrue during periods of unpaid time off.

Vacation Payout

If you terminate employment with the Company, you will receive vacation pay for vacation time you have accrued and not taken during that year. If an employee has used vacation time that has not yet been accrued, and voluntarily terminates their employment with the Company, the vacation hours taken will be deducted from the final paycheck. Employees who give two weeks notice of employment termination must work the two weeks without utilizing vacation hours.

HOLIDAYS

The Company observes six holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day



Christmas Day

Full-time Employees

Full-time employees are immediately eligible for holiday pay. In order to receive holiday pay, employees must be at work their scheduled day prior to and the scheduled day following a holiday, or be on an authorized absence.

Holidays falling within an approved scheduled vacation will be recorded as holiday pay. Holidays will not be paid to employees on any type of leave of absence.

Holiday pay is not considered time worked for the purpose of overtime calculations.

Employees who are assigned to work on a holiday by their supervisor, and no arrangements for a substitute day off have been made, will be paid for their holiday hours plus they will be paid their regular rate for all hours worked on the holiday.

Part-time Employees

Part-time employees are not eligible for holiday pay unless the holiday falls on their normally scheduled work day. If the holiday falls on your normally scheduled workday, you will be compensated for your normally scheduled hours. If you normally work less than 20 hours per week or are an event employee, you are not eligible for holiday benefits.

Religious Holiday Absence

The Company permits absences from work for employees to participate in religious observances. These absences should be arranged with your supervisor at least one week in advance. Employees may use their vacation days for religious observance, or time off without pay.

SICK LEAVE

Occasionally, you may experience illnesses or family emergencies which make it necessary to be absent from work for a limited period of time. To help provide income protection in the event of illness or injury, paid sick leave benefits are provided to you. Sick leave may be used for your own personal illness, the illness of an immediate family member or for medical or dental appointments for you or an immediate family member.

All eligible employees are awarded paid sick leave benefits after 90 days of employment.

Sick Leave Benefits

Full-time Employees

All full-time employees are eligible for 40 hours of paid sick leave benefits each anniversary year.

Part-time Employees

Part-time employees who work a minimum of 20 hours per week are eligible for paid sick leave benefits each anniversary year based on the following schedule:

<u>Hours scheduled per work week</u>	<u>Hours Awarded</u>
20 – 25	20
26 – 31	26
32 – 39	32

Sick leave does not count towards time worked for overtime purposes.



Sick leave awarded on your anniversary will be reduced if you have an absence of more than four (4) consecutive weeks.

Sick Leave Notice

Sick leave benefits may be used in half (½) hour increments. If you will be late or absent, you are required to contact your supervisor by phone at the start of the work day. If you will be absent two (2) or more consecutive days, please call in at the beginning of each day of the absence. Leaving a voice mail, an email or a message with a coworker, does not qualify as notifying your supervisor; you must personally speak with him/her. At the supervisor's discretion, an employee who is absent more than three (3) consecutive days or in cases of repeated illnesses may be required to present medical documentation for the absence.

Accumulation of Sick Leave Benefits

Unused sick leave will accumulate in half-hour increments. When accumulated sick leave reaches the maximum, further accumulation of sick leave is suspended until the balance has been reduced below the maximum limit.

Full-time Employees

Full time employees working 40 hours per week may accumulate a maximum of 80 hours of sick leave.

Part-time Employees

Part-time employees who work a minimum of 20 hours per week may accumulate sick leave benefits based on the following schedule:

<u>Hours scheduled per work week</u>	<u>Max. Accumulated Hours</u>
20 – 25	40
26 – 31	52
32 – 39	64

Sick Leave Benefits Payout

Payment will not be made for unused sick leave benefits. If employment terminates with the Company, you will not be paid for unused or accumulated sick leave.

TIME OFF TO VOTE

The Company encourages its employees to exercise their privileges and duties as citizens, including their right to vote. Employees who do not have sufficient time outside their normal work schedules to vote can request time off to vote in accordance with the guidelines outlined below.

Paid leave to vote

Hourly employees who need time off to vote in general elections or primaries are eligible for up to two hours' paid leave at the beginning or end of their shifts if they meet the criteria of eligibility. To be eligible, the employee must be scheduled to work more than eight hours that day and not have enough time to vote outside of working hours. Only registered voters are eligible for paid voting leave. Residents of Arizona, California, Hawaii, Illinois and Texas who have three consecutive nonworking hours during which the polls are open are considered to have enough time to vote.

Notification requirement

Employees requesting voting leave should make arrangements with their immediate supervisors in advance and in no case later than two days before the election.



Overtime impact

Unless otherwise required by law, the company does not consider paid voting leave as time worked for purposes of computing overtime pay. Supervisors cannot schedule overtime on election days without first making sure that the overtime does not interfere with the affected employees' voting rights.

JURY DUTY

The Company encourages all employees to be civic minded. If you are called upon to serve on a jury, you will be given a leave of absence but you will not be paid for the time off. When you are released from jury duty, you should call your supervisor to discuss the time and date that you will resume your normal schedule.

Time off will be granted for you to serve as a juror; to appear as a crime victim witness; and to obtain relief from domestic violence.

MILITARY LEAVE AND MILITARY RESERVE DUTY

We will grant a military leave of absence to employees who enlist, are inducted or are recalled to active duty in the Armed Forces of the United States. Our obligation as an employer is to make sure that those employees who perform active military duty in the Armed Forces, the Reserves or the National Guard, are able to leave their employment temporarily with the knowledge that their affairs are in order and their rights are protected by Federal and State Law.

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor, as well as the Human Resources Department, as soon as possible, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

We will reinstate those employees returning from military leave to their same position, or one of comparable seniority, status and pay if they:

- Have a certificate of satisfactory completion of service;
- Apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and
- Are qualified to fill their former position.

If you would like more information on the specifics of this law, The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) contact the Human Resources Department.

INSURANCE BENEFITS

The Company offers health and dental insurance and flexible-spending accounts to its full-time employees.

This handbook is intended to provide a general, informative overview of available benefits. Specific information and summary plan descriptions on each benefit offering can be obtained from the Human Resources Department. The Company reserves the right to make changes in its benefit plans and to make appropriate revisions in cost, coverage or eligibility as it sees fit at any time. Should specific benefit questions arise, the plan documents shall take precedence over the summary information in this handbook.

HEALTH AND DENTAL INSURANCE



All full-time employees are eligible to participate in our health and dental insurance programs sponsored by the Company through Anthem. Premiums are paid on a pre-tax basis through a payroll deduction program referred to as the Flexible Spending Plan. Pre-tax deductions allow you to pay for your premiums before Federal, State, FICA and Medicare taxes are applied.

The following guidelines apply to the Company-sponsored health and dental plan:

- **Eligibility.** To be eligible for enrollment in the group health and dental insurance plan, you must work an average of 30 hours per week or more. The Date of Eligibility is defined as:
 - Date hired at 30 hours per week or more.
 - Date hours increased to 30 hours or more.

An enrollment application must be completed, signed and returned to the Human Resources Department within 60 days of eligibility to receive coverage under the health plan.

- **Waiting Period – Effective Date of Coverage.** The effective date of coverage is the first day of the month following 60 days of continuous eligibility.

If you do not enroll within the first 60 days of eligibility, you have the option to enroll during open enrollment or during a special enrollment period due to a “qualifying event”. A “qualifying event” includes marriage, divorce, birth/adoption, death and employment status changes.

- **Changes in Coverage** - Should you need to add dependents to coverage due to marriage or birth/adoption, a new enrollment application must be completed and forwarded to the Human Resources Department within 30 days of the special enrollment event. Coverage will become effective the date of marriage or birth/adoption.

FLEX SPENDING PLAN

All full-time employees (who work a minimum of 30 hours per week) are eligible to join the Flex Spending Plan the first of the month after 60 days of employment. The flexible spending plan allows you to further reduce your expenses for medical and dependent care needs.

This plan allows you to pay for certain health-related or dependent care expenses with a portion of your income on a pre-tax basis. For example, flexible spending benefits can help you reduce your out-of-pocket expenses related to your health and dental annual deductibles, vision care or reduce your costs for planned dependent care or other health needs not covered by your insurance plan.

F) HIRING POLICIES AND PROCEDURES

Hiring Policy

Interstate Parking Company believes hiring qualified individuals to fill positions contributes to the overall strategic success of the Company. In all internal and external recruitment and selection efforts the Company makes every effort to ensure equal employment opportunity to all individuals and abides by the EEO and nondiscrimination provisions of all applicable federal, state and local laws.

Hiring Procedure



Job Descriptions

When a job opening occurs, the hiring manager must ensure that an accurate and up-to-date job description exists for the open position.

Job Descriptions – In drafting a job description for both an existing and newly created position, the hiring manager must identify all of the position's essential job functions, duties, responsibilities, purpose, working conditions and reporting relationships as well as knowledge, skills and abilities required. Hiring managers should be aware of the need to revise and update job descriptions for any existing position whose duties, activities, or requirements have been changed or modified since the last description was prepared. The Human Resource (HR) Department is available to assist the hiring manager in completing job descriptions.

The hiring manager should submit the updated job description to the Operations Manager. The Operations Manager should review the job description for completeness and accuracy while making sure the position is authorized under the department's current budget.

Job Postings

To promote the efficient filling of job vacancies and provide opportunities for career growth, the Company follows a promotion-from-within procedure. All job openings will be posted at the worksite where the job is located. Each job posting will contain the following information: job title, department and location, a brief description of the job and the minimum qualifications and experience required for the job. Open positions will remain posted until the position is filled or at management's discretion.

Internal Transfers – Employees must first make their immediate Supervisor aware of their intent to apply for an internal position. After an employee has spoken to the Supervisor, she/he should contact the HR Department or the hiring manager to apply for the position. All applicants for the posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by the HR Department or the hiring manager. Once transferred to a new position, employees will enter into a training period for the new position.

Recruitment Advertising

In addition to internal applicants the Company normally recruits qualified candidates through a variety of sources. Depending on the position and knowledge, skills, ability or experience levels required, the HR Department or hiring manager may use the following sources:

Resumes/Applications on File – The HR Department or hiring manager will review all of the applications and resumes received within the past 90 days to determine if there are any qualified candidates.

- Employee Referrals – Employees are encouraged to advise their friends and associates who are interested in the position with our Company to submit their resume.
- Advertisements – The HR Department or hiring manager may place classified and display advertisements for an open position in local newspapers and, where appropriate, in selected trade or professional journals. All associated costs are charged to the hiring department's budget.
- Internet Job Posting Sites – The HR Department or hiring manager may post open positions on internet job boards local college campus job sites and, where appropriate, selected trade job sites. All associated costs are charged to the hiring department's budget.
- Employment agencies – Depending on the requirements and level of the open position, the HR Department or hiring manager may enlist the efforts of recruitment or employment agencies to identify and screen potential candidates. The fees charged by these agencies are charged back to the hiring department's budget.



All applications and resumes received by the HR Department or hiring office are kept in active status for one (1) year. The HR Department or hiring manager should acknowledge receipt of all resumes and applications submitted in response to a job opening.

Company recruitment initiatives must emphasize that the company is an "equal opportunity employer." We make every effort to ensure that in every phase of the recruitment and selection process, equal employment opportunity is provided to all individuals, regardless of race, color, sex, age, creed, disability, marital status, sexual orientation, national origin or citizenship, or veteran's status. We are committed to carrying out and complying with all EEO and affirmative action obligations under applicable federal, state and local laws and regulations.

Interviews and Pre-employment Tests

The HR Department or hiring manager will screen applications and resumes prior to scheduling interviews. Based on the preliminary review of individual qualifications, applicants who appear to be the most qualified for the position will be scheduled for a first interview with the HR Department or hiring manager. To ensure the accuracy and completeness of our records, applicants who have not completed an Employment Application will be asked to do so prior to the first interview. We require all individuals who wish to be considered for employment to complete and sign an Employment Application. We also request that each applicant read and sign the "Notice of Applicants" and "Self Identify" forms. These notices inform the applicant of our Company's EEO policy and state our commitment to being an equal opportunity employer. They also give the applicant an opportunity to "self identify" to the Company and identify any needs that the applicant may have for reasonable accommodation or assistance under the guidelines of the ADA.

Based on the information gathered in the first interview, second interviews will be setup with the hiring manager and/or Department Manager with those candidates who meet the qualifications and requirements for the position.

Notes should be taken during each interview to document the decision to accept/reject the candidate.

After all interviews have been conducted the hiring manager will decide which applicant (if any) is most qualified for the position.

All applications and resumes not selected should be filed in an active file for the appropriate retention period.

Reference and Background Checks

Employment references must be checked when a decision has been made regarding interest in hiring an applicant. In reviewing qualifications and backgrounds of candidates for certain positions, the Company may choose to use the services of Verified Inc. to conduct criminal, education, credit and MVR checks.

Job Offers

Upon receiving satisfactory results from the reference and criminal background checks a final decision will be made by the hiring manager on hiring the candidate. A starting wage will also be determined at this time. The hiring manager will then make an oral offer of employment to the candidate, which, if accepted will be followed by a written offer (where appropriate) of employment. The offer of employment will be contingent on the passing of a 10-panel drug and alcohol screening.

Under Interstate Parking Company's drug and alcohol testing policy, all prospective employees will be asked to submit to drug and alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made. The prospective employee will be asked to sign an Applicant's Consent to Drug/Alcohol Testing form. If the prospective employee refuses, he or she will not



be considered for employment and the employment application process will be terminated. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he or she has failed to meet employment standards.

Notification of Unsuccessful Candidates

After the candidate has accepted an employment offer, the hiring manager or the HR Department is responsible for notifying unsuccessful candidates that the position has been filled and they are no longer being considered. The HR Department or hiring manager is responsible for compiling and maintaining all legally required documentation relating to the Company's efforts to fill the open position.

New Hire Orientation Policy

Effectively orienting new employees to the Company and to their positions is critical to establishing successful, productive working relationships. The employee's first interactions with their supervisor should create a positive impression of the department and the Company. The time the supervisor spends planning for the new person's first days and weeks on the job will help enable the employee to assimilate more easily to the Company and become a key contributor to the department more quickly.

An effective orientation will:

- Foster an understanding of the Company's culture and values.
- Help the new employee make a successful adjustment to the new job.
- Help the new employee understand her/his role and how she/he fits into the total organization.
- Help the new employee achieve objectives and shorten the learning curve.
- Help the new employee develop a positive working relationship by building a foundation of knowledge about the Company's objectives, policies, organization structure and functions.

New Hire Orientation Procedure

Before the Employee Arrives

The new employee orientation process begins before the employee comes to work. Planning ahead for the new employee's arrival will allow the supervisor and the new employee to spend productive time on that first day. So, before the employee arrives the supervisor or the Human Resource Department should:

- Mail New Employee Orientation Information to the new hire.
- Confirm start date with new hire; inform new hire where to park and first day arrival time and remind them to bring New Employee Orientation packet and employment eligibility documents with them on their start date.
- Notify everyone in your department/office that a new person is starting and what the person's job will be. Ask the other staff members to welcome the new employee and encourage their support.
- Prepare workstation/office set up (telephone, computer, office supplies, etc.).
- Arrange for a building passcard/key(s) and parking pass if necessary
- Prepare the first day agenda for the new hire.
- Make a copy of the employee's job description.
- If possible, identify a staff member to act as a buddy for the first week.
- Draft a training plan for the new employee's first few months.

The First Day on the Job

A new employee may be anxious about starting a new job. Try to create a comfortable environment and remember not to overwhelm the new employee with too much information on the first day. Orientation is a continuing process, so there will be plenty of time to give the employee all the necessary information.

On the first day, you should:

- Give a warm welcome and try to reduce any nervousness the new employee may feel.
- Discuss your plan for the first day.
- Introduce the employee to other staff members.



- Arrange for someone to take new employee to lunch (not always possible in every job).
- Show the new employee around the office.
- Provide keys to the office, desk etc. Describe procedures for entering or locking work areas, if appropriate.
- Review telephone, fax, e-mail, and Internet use.
- Review procedures for recording time and attendance.
- Review the New Employee Orientation Packet (i.e. Employee Handbook, policies and benefit information). Be sure to discuss any questions or refer the employee to the Human Resources Department. Remind the employee to fill out and submit new hire and benefits forms on time (see new hire form checklist).
- Discuss the new employee's job description and job responsibilities.
- Order business cards, if appropriate.

First Week of Employment

During the first week of employment, a new employee should gain an understanding of the Company, his or her department and his or her job responsibilities. The following discussions will help accomplish these goals:

- **Organization of the Company.** Spend time explaining the Company's structure. Talk about where your department fits in and how it relates to other departments in the Company. Explain the roles of key personnel (Supervisor, co-workers, Human Resources, etc.) and workplace reporting structure.
- **New Employee Introductory Period and Performance evaluation process.** Discuss what the introductory period is all about and explain how and when the employee's performance will be appraised during this period. Explain that you and the new employee will be developing a performance plan and work goals, discussing their progress and evaluating their performance. Explain the timing of appraisals and the methods you'll use to measure progress.
- **Department work rules.** Review your department's work rules with the new employee. Discuss attendance guidelines, call-in procedures, and requests for time off.
- **Security and Safety.** Discuss your department guidelines on security (keeping doors, cabinets, and file drawers locked) and safety (evacuation and emergency procedures).
- **Injuries on the job.** Discuss procedures for handling injuries on the job. Tell the employee to report all job-related injuries to you, regardless of how minor.
- **Training plan.** Discuss your training plan with the employee. Consider incorporating any changes the employee suggests. Implement any changes that you both agree upon.
- **Employee's overall impressions.** At the end of the week, find out how the employee perceives your department so far. If there are any problems or concerns, address them.

B) TRAINING POLICIES AND PROCEDURES

Training Policy

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The supervisor should use this period to evaluate the employee's capabilities, work habits, and overall performance. To make this decision, the supervisor should develop performance expectations and objectives, observe the employee, provide feedback, and set aside ample time to evaluate the employee's performance.

The probationary period can:

- Help the employee achieve training goals and performance objectives.
- Ensure that the employee has all the tools to perform the job successfully.
- Help the employee develop the skills needed to perform the job.
- Confirm that the best qualified person was chosen for the position.



- Foster a mutual understanding of expectations, performance objectives and the evaluation process.

Either the employee or the Company may end the at will employment relationship at any time during or after the introductory period, with or without cause or advance notice.

Training Procedure

All new employees work on an introductory basis for the first ninety (90) calendar days after their date of hire. During the introductory period the new employee needs as much support as possible. This is a very crucial time for the supervisor and the employee, so the supervisor should set aside time to:

- Provide the employee with a clear job description.
- Provide clear performance expectations and objectives so the employee understands what is expected of her/him and how she/he will be measured.
- Acquaint the employee with office procedures and practices.
- Provide a good systematic departmental orientation for the new employee.
- Explain how and when the employee will be evaluated in writing.
- Provide follow-up sessions as often as necessary so the employee can adjust to his/her new working environment.
- Tell the employee when his/her introduction period will be over.
- Evaluate the employee's performance in accordance with applicable policies and procedures.
- Show a continuing interest in the new employee (it's not enough to explain terms and conditions of employment and leave the employee to make it from there alone).

At the end of the introductory period, the supervisor should have complete confidence that their employee meets or exceeds performance objectives. New employees should be evaluated in writing at least once during the introductory period, preferably at about the three-month point. Beyond that, the supervisor should provide an evaluation whenever they believe it is necessary, in order to help the employee pass the introductory period.

As a result of an absence during the new employee's introductory period or for other reasons identified by management, the employee's introductory period may be extended for a specified period of time to give further opportunity for the employee to demonstrate their ability to do the job. The supervisor should contact the Human Resources Department when a new employee's introductory period is extended. The suggested extension of the introductory period is 60 days.

During the initial introductory period, new employees are eligible for all benefits that are required by law, such as workers' compensation insurance and Social Security. In addition, employees may be eligible for most other benefits to include health, dental, life and short term disability insurance. Employees are not allowed to use vacation or sick time during the introductory period.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

On-going Activities

After the initial period of orientation and training, all employees have a need for ongoing feedback and development to encourage good performance and enable them to reach their potential. Supervisors should provide the following on an ongoing basis:

- Provide positive and negative performance feedback.
- Collaboratively develop objectives and expectations on an annual basis.
- Collaboratively construct development plans that include formal and informal training opportunities.
- Elicit feedback from employees regarding their performance, suggestions and concerns.



Provide annual performance appraisals.

D) EQUAL EMPLOYMENT OPPORTUNITY POLICY

One of the most important contributions to the success of the Company is the caliber of employees that make up the organization. Therefore, it is our objective to employ only those individuals who have the necessary skills, education and experience to fill the requirements of available positions.

It is the policy of this Company to select, develop, and promote employees based on individual ability and job performance. It has been, and shall continue to be, the policy of this Company to provide equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religious creed, gender, national origin, ancestry, marital status, age, physical disability, and any other characteristic protected by law. This policy affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunities for promotion, training, and development, transfer, and other privileges of employment. It has been, and shall continue to be, the Company's policy to maintain a working environment free of sexual harassment and intimidation. It is further the policy of the Company to comply with the letter and spirit of applicable local, state, and federal statutes concerning equal employment opportunity.

Management will carry forward the Company's policy of nondiscrimination, equal employment opportunity and reasonable accommodation. All employees are expected to conduct themselves in a manner that is not offensive as to the race, color, religion, gender, national origin, ancestry, age, sexual orientation, marital status, veteran status or disability of any employee and to report all instances of perceived discrimination to the appropriate staff. We are committed to providing a work environment in which employees are treated with courtesy, respect and dignity. All personnel activities such as recruitment, hiring, transfers, promotions, layoffs, compensation, benefits and other terms and conditions of employment are free of discriminatory practices and are established with the above policy in mind. The Company will not tolerate discrimination in any employment decision and will remedy any violation of this policy. If an employee feels they have been a victim of discrimination, they should notify their supervisor or Ann Kramer-Haag, Director of Human Resources. Reporting a claim of discrimination will be held in the strictest confidence and retaliation against an employee who makes a good faith report of discrimination will be prohibited.

It is our policy to provide equal employment opportunities and non-discriminatory employment practices for all employees and applicants without regard to race, color, sex, age, marital status, religious belief, national origin, sexual orientation, disability, or veteran status.

Where an individual makes known his or her disability, Interstate Parking Company, Inc. by its managers will provide reasonable accommodations to the extent required by law to enable such employees to perform the essential functions of their jobs and to enjoy the same benefits and privileges of employment as are enjoyed by employees without disabilities.

Every member of management will carry forward our policy of non-discrimination, equal employment opportunity and reasonable accommodation. All employees are expected to conduct themselves in a manner that is not offensive as to the sex, race, color, age, religion, national origin, disability or veteran status of any employee.

All personnel activities such as recruitment, hiring, transfers, promotions, layoffs, compensation, benefits, and other terms and conditions of employment are free of discriminatory practices and are established with the above policy in mind.



INVITATION TO SELF-IDENTIFY PHYSICAL AND MENTAL DISABILITIES

Any employee who is a person with a disability may voluntarily inform Ann Kramer-Haag, Director of Human Resources, located at 710 N. Plankinton Avenue, Milwaukee, WI, 53203, phone (414) 274-2452 of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will only be used to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner, and for emergency medical treatment. Refusal to volunteer this information will not subject an employee to any adverse treatment or penalty.

JOB PERFORMANCE

Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise Ann Kramer-Haag, Director of Human Resources regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodations.

F) SEXUAL AND OTHER UNLAWFUL HARASSMENT POLICY

Interstate Parking Company (IPC) is committed to a workplace free of sexual harassment and harassment based on race, color, religion, age, gender, national origin, sexual orientation, physical or mental disability, marital status, status as a veteran or any other status protected by federal, state or local law. Any such harassment is against IPC policy and will not be tolerated in our workplace or at work-related events. This policy applies to all IPC employees, vendors, customers, guests, invitees and all other persons who enter our workplace. Supervisory or managerial personnel are responsible for taking proper action to prevent discrimination and harassment from occurring, this policy against harassment is and, will continue to be, communicated to each employee. No employee of this Company is exempt from this policy.

Harassment on the basis of sex is a violation of federal and state laws. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: 1) submission to such conduct is made, either explicitly or implicitly, a condition of your employment; 2) submission to or rejection of such conduct is used as the basis for employment decisions affecting you and your job; or, 3) conduct substantially interferes with your work performance or creates an intimidating, hostile or offensive working environment.

Every manager and supervisor is responsible for ensuring that IPC provides a workplace free of harassment, inappropriate behavior and any form of discrimination and that complaints are handled promptly and effectively. They are also responsible for discussing this policy with all employees and assuring them that they are not required to endure insulting, degrading, or exploitative sexual treatment.

Specifically, no manager shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development.

Other sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is also prohibited. Examples of prohibited sexual harassment include, but are not limited to, conduct such as:

- unwelcome sexual flirtations, advances or propositions;
- verbal abuse of a sexual nature;
- graphic verbal comments about an individual's body;



- sending messages of a sexually explicit or harassing nature via e-mail, the internet or voicemail;
- sexually degrading words used to describe an individual; and
- displaying sexually suggestive objects or pictures in the workplace.

In addition to sexual harassment, other forms of harassment may also interfere with a productive and respectful work environment. IPC prohibits harassment based on an individual's race, color, gender, national origin, sexual orientation, religion, age, physical or mental disability, marital status, veteran status or any other status protected by federal, state or local law.

Harassment may include such behavior as slurs, demeaning jokes or comments, innuendoes, unwelcome comments, cartoons, pictures, pranks, hazing, stereotypical comments, derogatory descriptions or other verbal or physical conduct. Such behavior is considered harassment when it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; unreasonably interferes with an individual's work performance; or affects an individual's workplace opportunities.

If you believe you are or have been harassed, or if you are aware of the harassment of others, you are asked to immediately report the incident to your supervisor or to the Director of Human Resources, Ann Kramer-Haag, 414-274-2452. All complaints will be promptly investigated on a fair and impartial basis. You will be contacted when the investigation is completed. IPC will take the corrective action it determines is appropriate based on its findings. Depending on the severity of the offense, appropriate disciplinary action may include transfer to another department, warning for a first violation or termination of employment for a serious offense.

This procedure has been established for the benefit of all employees to assure the means of expressing any complaints. No employee will be penalized or retaliated against for making use of this complaint procedure or for providing information in good faith about an incident of alleged harassment. All complaints and investigations will be treated confidentially.

We trust that the employees of IPC will act responsibly to maintain a safe workplace, will treat each other with dignity and respect, and will work to maintain a workplace free of discrimination and harassment.

F) SAFETY

The company is committed to providing a place of employment that is free from hazards likely to cause accidents and serious injury. For your protection and the protection of your co-workers, safe work habits must be practiced at all times. Work areas are to be kept clean and free of debris. If you see a potential hazard that you cannot correct yourself, notify your supervisor. If an injury is serious, call for professional assistance immediately. Remember to report all injuries at once to your supervisor, no matter how minor. Become familiar with the location of first aid kits and fire extinguishers in your work location. Your supervisor will provide you with all necessary safety information and requirements. This training should occur during your first week on the job.

For safety purposes, you sign a Material Safety Data form which will advise you of the hazardous and non-hazardous materials you are working with and where this information can be found in the event of contact with any of these materials, and names of personnel and alternates responsible for site safety and health.

INCIDENTS/ACCIDENT PROCEDURES

Interstate Parking Company has implemented the following procedure for Injury Reporting and will be liable **ONLY** if the following procedures are followed:



- a. **Immediately report the incident/accident to your supervisor.** No reporting of an injury will be acknowledged by the company if you fail to report the incident immediately.
- b. Report to the office with your supervisor to report the incident/accident and to complete the report.
- c. The injured employee will be taken to the company's designated physician/clinic, accompanied by the injury report, by one of IPC's personnel. The back of the injury report has a medical report which must be completed by the attending physician. The employee, unless physically unable to do so, must return this form to the office with the injury report. If this form is not returned the same day of the injury, the company will not be liable for payment; the employee will be liable for all payments to the physician.

WORKERS' COMPENSATION INSURANCE

The Company carries insurance in accordance with each State Workers Compensation Act. This insurance provides protection for all employees in the event of lost time or medical expenses due to injuries or accidents sustained during the course of employment. All benefits are paid from funds contributed by the Company at no cost to the employee.

It is important that you notify your supervisor immediately about any job-related injury or illness, regardless of how minor it might appear at the time. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly. Failure to report injuries promptly (within 24 hours) may result in denial of workers compensation benefits and disciplinary action up to and including separation of employment. Employees who have a work related injury are required to have a drug test at that time of injury.

Workers' Compensation insurance does not cover any injuries you may incur while traveling to and from work, or injuries you might incur during a lunch break, if you are not on company premises.



IV-F. Financial Rate and Budget Information

1. Financial Statements

Included as Exhibit "A" to this proposal are the past two years tax returns for Interstate Parking Company. This information is confidential and as such we have included the "Designation of Confidential and Proprietary Information" form along with our proposal.

2. Bidders Payment History

Included as Exhibit "B" to this proposal are two written letters by payees of Interstate Parking Company evidencing our positive and timely payment history. Additional references are available upon request including our bank reference at The Private Bank.



Attachment "A" – Bid Submission Form



ATTACHMENT A

Bid Submission Form

Milwaukee County Department of Administrative Services
Facilities Management Division
601 North State Street Parking Lease and Parking Lot Operation
RFP # 938001

TO:
Milwaukee County Clerk's Office
901 North 9th Street Room 105
Milwaukee, Wisconsin 53233

I, Interstate Parking Company (Bidder) acknowledge receipt of the Milwaukee County Department of Administrative Services - Facilities Management Division Request for Proposals for 601 North State Street Parking Lease and Parking Lot Operation and submit the following proposal in response thereto:

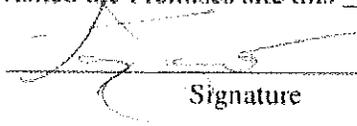
A. Bid Format

Year	Minimum bid/year	Additional bid amount	Total Bid
2013	\$300,000	\$ 6,022.00	\$ 306,022.00
2014	\$300,000	\$ 6,022.00	\$ 306,022.00
2015	\$300,000	\$ 6,022.00	\$ 306,022.00
2016 if renewed/extended	\$300,000	\$ 10,522.00	\$ 310,522.00
2017 if renewed/extended	\$300,000	\$ 10,522.00	\$ 310,522.00
Totals	\$1,500,000.00	\$ 39,110.00	\$1,539,110.00

Plus Ten Percent (10%) sales revenue in excess of \$350,000 per lease year. Payable annually, 30 days after the end of each lease year. *please refer to section IV.C. for additional percentage rate compensation offer (page 10 of proposal).

B. Site Visit Verification

The scheduled Site Visit prior to bid submission is optional. The scheduled site visit will be held at the Premises on February 07, 2013. All Bidders though must certify that they have visited the site by providing this verification with their bid.

SITE INSPECTION VERIFICATION	
I, <u>Interstate Parking</u> , Bidder, visited the Premises site this <u>6</u> day of <u>February</u> 2013.	
<u>Tony Jurawiec</u> Name	 Signature
Title: <u>Principal</u>	

C. References

Along with actual reference narrative, please fill out the chart below.

Name/ Company	Contact Person and Title	Contact Info (telephone, e- mail)	Relationship/type of contract	Years	Estimated Contract Value
Williams Devl	Charles Biller	414-272-7700	Parking lease/Agmt	> 3 years	see RFP
Pik Papeers	Rich Bakeman	651-224-6801	Parking lease/Agmt	> 3 years	see RFP
John Kersey Zilber, Ltd.	John Kersey	714-274-2861	Parking lease/Agmt	> 3 years	see RFP

Attachment "B" – Acknowledgements and Conditions Form



ATTACHMENT B

Acknowledgements and Conditions

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Bid. The Proposer agrees that if its Bid is accepted, the Proposer will enter into a Lease Agreement with Milwaukee County.
- b. By submission of its response to this RFP, the Proposer authorizes Milwaukee County to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to Milwaukee County.
- c. This Bid constitutes a firm offer and individual(s) listed below have authority to make this Bid as a firm offer. This offer shall be held firm and open for a period of three (3) months, effective beginning the date bids are opened.
- d. Proposers are advised to base their bid only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to bidders' questions) issued by Milwaukee County and disseminated to all Proposers on Procurement website. Any questions about the bid must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the Procurement website for this RFP. Only questions, which in Milwaukee County's sole judgment materially affect the RFP, will be clarified in writing by Milwaukee County and posted to Procurement website and/or with copies sent to all Proposers. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of bids.
- e. Any costs or expenses incurred in the development of a bid in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents are provided as general information only. Milwaukee County makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Milwaukee County shall not create any obligation or liability whatsoever, and each Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold Milwaukee County Liable.
- g. By submission of its bid, the Proposer acknowledges that from and after the Lease Agreement commencement date, the sole basis for the right to operate the parking lot as specified in this RFP is by award of the Lease Agreement.
- h. Milwaukee County is soliciting competitive bids that such a process best serves the interests of Milwaukee County and the general public. The Bidder acknowledges Milwaukee County's right to accept or to reject any or all bids, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Bidders, to modify or amend with the consent of the Bidder any bid prior to acceptance, to waive any informality to effect any agreement otherwise, all as Milwaukee County in its sole judgment may deem to be in its best interest.

- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. The Bidder acknowledges that it has read, understood, and agrees to be bound by, all of the terms and conditional set forth in this RFP and any amendments, in its entirety.

Interpace Parking Company
Name of Business _____ Date 2/21/2013
[Signature]
Signature of individual submitting bid _____
Tony Janowiec, Principal
Printed Name and Title _____

Exhibit "A" – Tax Returns



1065

U.S. Return of Partnership Income

OMB No. 1545-0099

Form Department of the Treasury Internal Revenue Service

For calendar year 2011, or tax year beginning ending

2011

Header section containing: A Principal business activity (PROPERTY MANAGEMENT), B Principal product or service (PARKING SERVICES), C Business code number (531310), Name of partnership (INTERSTATE PARKING COMPANY LLC), D Employer identification number (27-1261142), E Date business started (10/19/2009), F Total assets (\$ 330,712), and address (710 N PLANKINTON AVE., SUITE 1200, MILWAUKEE, WI 53203).

Check applicable boxes (G), Check accounting method (H), Number of Schedules K-1 (I), and Check if Schedules C and M-3 are attached (J).

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Main table with 22 rows for Income and Deductions. Includes sub-rows for merchant card payments, gross receipts, cost of goods sold, salaries, repairs, taxes, depreciation, and other deductions. Total ordinary business income is 108,375.

Sign Here section with declaration of preparer, signature of general partner (Tome Parking LLC - Authorized Member), and date (3/12/12).

Paid Preparer Use Only section with fields for preparer's name, signature, date, self-employed status, firm's name, address, and EIN.

1065

U.S. Return of Partnership Income

OMB No. 1545-0099

Form Department of the Treasury Internal Revenue Service

For calendar year 2010, or tax year beginning ending

2010

A Principal business activity: PROPERTY MANAGEMENT
B Principal product or service: PARKING SERVICES
C Business code number: 531310

Name of partnership: INTERSTATE PARKING COMPANY LLC
Number, street, and room or suite no.: 710 N PLANKINTON AVE., SUITE 1200
City or town, state, and ZIP code: MILWAUKEE WI 53203

D Employer identification number: 27-1261142
E Date business started: 10/19/2009
F Total assets: \$ 212,821.

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return (6) Technical termination
H Check accounting method: (1) Cash (2) Accrual (3) Other
I Number of Schedules K-1: 3
J Check if Schedules C and M-3 are attached: [X]

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Table with 3 columns: Description, Amount, and Total. Rows include Gross receipts or sales (223,534), Total income (223,534), Deductions (119,917), and Ordinary business income (103,617).

Sign Here: Under penalties of perjury, I declare that I have examined this return... by: [Signature] Date: 3/8/11

Paid Preparer Use Only: Print/Type preparer's name, Preparer's signature, Date, Check self-employed, PTIN, Firm's name, Firm's EIN, Firm's address, Phone no.

Exhibit "B" – Payment History References





5408 W. Electric Avenue
West Allis, WI 53219
414-672-7446
www.aaasigncompany.com

February 15, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N. 9th Street Room G1
Milwaukee, WI 53233

Re: Interstate Parking Payment History Reference

To Whom It May Concern:

Within the past five years, Interstate has made all payments as required on or before the due date and in the required amounts.

Should you need any additional information please contact me directly.

Sincerely,

Mark Winter

Mark Winter
President

WILLIAMS DEVELOPMENT CORPORATION

February 15, 2013

Milwaukee County
Department of Administration -- Facilities Management
901 N 9th Street, Room G1
Milwaukee, WI 53233

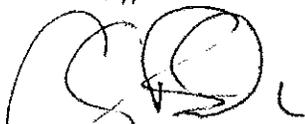
Re: Interstate Parking Payment History Reference

To Whom it May Concern:

Within the past five years, Interstate has made all payments as required on or before the due date and in the required amounts.

Should you need any additional information please contact me directly.

Sincerely,



Charles Biller
Vice President

**Exhibit "C" – Designation of Confidential and
Proprietary Information Form**



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the Request for Proposal # 938001 includes proprietary and confidential information, which qualifies as a trade secret, s provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
<u>Exhibit "A" Tax Returns</u>	<u>51</u>	<u>Tax Returns</u>

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name Interstate Parking Company LLC
Authorized Representative [Signature] Signature
Authorized Representative Tony Jenowiec Type or Print
Date 2/21/13



Interstate Parking Company LLC
710 N Plankinton Ave, Suite 207
Milwaukee, WI 53203
(414) 274-2861
www.interstateparking.com

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

9

Date: May 13, 2013

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

From: Gary Waszak, Facilities Management Division, Department of Administrative Services

Subject: Courthouse Complex and Vel Phillip's Juvenile Justice Center Security Report For Information Only

ISSUE

The Department of Administrative Services, Facilities Management Division (DAS-FM) has taken several measures to increase security at the Courthouse Complex and Vel Phillip's Juvenile Justice Center security screening stations. These measures are a result of concerns raised by the Sheriff's Department and ongoing internal review within DAS-FM.

BACKGROUND

Don Tyler, Director of Administrative Services, reached out to the Sheriff's Department mid-February 2013 with the intent to create a Security Work Group and draw on the Sheriff's Department as a resource in Security procedures to review current screening practices. Deputy Inspector Tobie Weberg was selected by the Sheriff's Office to be part of this Security Work Group.

Subsequently, on March 6, 2013, a press release by the Sheriff's Department identified a series of security check point failures during an "integrity check" conducted by the Sheriff. This report suggested that a weapon was allowed to pass through multiple screening stations without detection.

The Department of Administrative Services-Facilities Management instituted the following weapons screening station changes on March 7, 2013:

- Efforts were increased to minimize magnetometer and hand wand alarms by having clients remove objects containing metal known to cause alarm signals such as shoes, belts, wallets, wrist watches and other similar objects. This allowed the Security Officers to focus on and identify any unknown alarms.
- All magnetometer and hand held alarms were identified and cleared by the Security Officer by screening and rescreening as many times as was necessary without the client directing the assessment.
- Additionally, Security staff provided heightened supervision and monitoring of individual staff, additional review of procedures and techniques and ensured that minimum staff levels were maintained at all times.

On March 13, 2013 the first Security Work Group meeting occurred and consisted of representatives from the Department of Administrative Services-Facilities Management, Risk Management, Corporation Counsel, District Attorney and the Sheriff's Department.

On April 19, 2013 the Department of Administrative Services-Facilities Management initiated a policy that required all individuals who use an Identification Card to bypass the screening station to present their ID to a Security Officer for visual verification. This policy was a result of internal Department of Administrative Services-Facilities Management discussions and the recognized need for better visual inspection of identification cards.

On April 22, 2013 a second Security Work Group meeting occurred. As a result of this meeting, the following actions were taken:

- All screening stations will have "PLEASE WAIT HERE" signs installed to provide a buffer zone between clients waiting to be screened and the screening station and staff. This will provide a separation to assist staff in feeling less pressured to hurry in the screening process as well as offer a physical separation for added security.
- The Security Work Group meetings will occur on a regular basis to discuss important immediate issues as well as review Security on a larger and long-term level.

RECOMMENDATION

There is no recommendation at this time. This report is informational only.



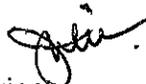
Gary Waszak, Interim Director
Facilities Management Division
Department of Administrative Services

cc: Chris Abele, County Executive
Supervisor Michael Mayo, Sr., Chairman, TPW Committee
Don Tyler, Director, Department of Administrative Services

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: May 20, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman
Milwaukee County Board of Supervisors

FROM: Julie Esch, Director of Operations 
Department of Administrative Services

SUBJECT: Purchase of 10920 W. Lapham Street, West Allis, for the Relocation of Facilities West

History

At its April 25, 2013 meeting, the Milwaukee County Board of Supervisors approved a Relocation Order for the Warehouse Building located at 10310 and 10310-A West Watertown Plank Road. The warehouse building is owned by the Milwaukee Regional Medical Center (MRMC) and the land is owned by Milwaukee County. Milwaukee County leases space from MRMC for its Facilities West functions on the County Grounds.

In order for Fleet operations to be fully operable after reconstruction of Swan Boulevard and U.S. 45, the warehouse facility needs to be removed. Milwaukee County worked with MRMC to find a new warehouse facility in which to co-locate existing functions. After visiting several potential sites for relocation, MRMC indicated that it would be pursuing options on its own. Therefore, it became necessary for Milwaukee County to secure a new facility for its own purposes.

Background

To that end, Milwaukee County's Department of Administrative Services (DAS) engaged CBRE, Inc. as its Buyer's Representative. CBRE presented DAS with approximately 12 potential warehouse/industrial sites to relocate Facilities West. The Facilities Maintenance Manager narrowed the options to three sites. In conjunction with Facilities West staff, the Facilities Maintenance Manager evaluated the three remaining sites and selected a warehouse located at 10920 W. Lapham Street in West Allis.

The Lapham property is in excess of 50,000 square feet, which provides more than adequate space for the County. DAS – Facilities Management staff from the Architectural, Engineering and Environmental Services Section is performing

environmental and structural due diligence on the building. Structurally, the building is sound and is suitable for Facilities West's needs. The County is in the process requesting a Phase II environmental investigation of the site from the current owner. The site had been contaminated with chlorinated solvents by previous occupants and reported to the Wisconsin Department of Natural Resources (WDNR) in 2006. The current owner worked with the WDNR to perform necessary environmental remediation to meet WDNR and federal standards. The Phase II investigation will provide baseline data for Milwaukee County as the future owner and verify existing environmental conditions.

The Lapham property was listed for \$2.3 million; however, the owner has agreed to sell it to Milwaukee County for \$2 million. DAS has executed an Option to Purchase with the Seller for the purpose of furthering environmental due diligence on the property and securing the property while DAS seeks approval from the County Board and County Executive to purchase the property.

Proceeds from the Fleet Agreement already approved by the County Board and Wisconsin Department of Transportation, will be used to purchase the Lapham property. The Fleet Agreement also includes funding for Facilities West moving costs and costs associated with adaptation of the new building to accommodate Facilities West's needs.

Recommendation

The Department of Administrative Services respectfully requests authorization to purchase the warehouse facility located at 10920 W. Lapham Street in West Allis for the purpose of accommodating Facilities West functions currently located in the Milwaukee Regional Medical Center warehouse on the County Grounds.

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(ITEM NO.) A resolution to purchase the warehouse facility located at 10920 W. Lapham Street in West Allis for the purpose of accommodating Facilities West functions currently located in the Milwaukee Regional Medical Center warehouse on the County Grounds, recommending adoption of the following:

A RESOLUTION

WHEREAS, at its April 25, 2013 meeting, the Milwaukee County Board of Supervisors approved a Relocation Order for the warehouse building located at 10310 and 10310-A West Watertown Plank Road; and

WHEREAS, the warehouse building is owned by the Milwaukee Regional Medical Center (MRMC) and the land is owned by Milwaukee County and Milwaukee County leases space from MRMC for its Facilities West functions on the County Grounds; and

WHEREAS, in order for Fleet operations to be fully operable after reconstruction of Swan Boulevard and U.S. 45, the warehouse facility needs to be removed; and

WHEREAS, Milwaukee County worked with MRMC to find a new warehouse facility in which to co-locate existing functions; however, MRMC indicated that it would be pursuing alternative warehouse options on its own; and

WHEREAS, Milwaukee County's Department of Administrative Services (DAS) engaged CBRE, Inc. as its Buyer's Representative to locate a site for Facilities West; and

WHEREAS, in conjunction with Facilities West staff, the Facilities Maintenance Manager evaluated the three remaining sites and selected a warehouse located at 10920 W. Lapham Street in West Allis; and

WHEREAS, the Lapham property is in excess of 50,000 square feet, which provides more space than the County current rents from MRMC; and

WHEREAS, DAS – Facilities Management staff from the Architectural, Engineering and Environmental Services Section is performing environmental and structural due diligence on the building; and

44 WHEREAS, structurally, the building is sound and is suitable for Facilities West's
45 needs and DAS is in the process requesting a Phase II environmental investigation of
46 the site from the current owner; and
47

48 WHEREAS, the Lapham property was listed for \$2.3 million; however, the owner
49 has agreed to sell it to Milwaukee County for \$2 million and, subsequently, DAS
50 executed an Option to Purchase with the Seller for the purpose of furthering
51 environmental due diligence on the property and securing the property while DAS seeks
52 approval from the County Board and County Executive to purchase the property; and
53

54 WHEREAS, proceeds from the Fleet Agreement already approved by the County
55 Board and Wisconsin Department of Transportation, will be used to purchase the
56 Lapham property, pay for moving costs and costs associated with adaptation of the new
57 building to accommodate Facilities West's needs; now, therefore,
58

59 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes
60 and directs the Director of the Department of Administrative Services, Corporation
61 Counsel, and Risk Management to negotiate, prepare, review, approve, execute and
62 record all documents and perform all actions required to enter into authorization to a
63 purchase agreement for the warehouse facility located at 10920 W. Lapham Street in
64 West Allis to accommodate Facilities West functions currently located in the Milwaukee
65 Regional Medical Center warehouse on the County Grounds.
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 20, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to purchase 10920 W. Lapham Street, West Allis, for the Relocation of Facilities West.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. Authorization to purchase a warehouse facility at 10920 W. Lapham Street, West Allis, WI for the relocation of the Facilities West functions currently located in the Milwaukee Regional Medical Center's (MRMC) warehouse on the County Grounds.

B. There are no direct costs to Milwaukee County (County) for the purchase of the facility. Proceeds from the Fleet Agreement (cost-to-cure) between the County and the Wisconsin Department of Transportation (WISDOT) will cover the purchase price, moving costs, and costs associated with adapting the building to Facilities West's needs.

C. Pursuant to approved County Board Resolution File No. 13-279, the County approved authorization to enter into an Agreement of Purchase of Real Estate (Agreement) with WISDOT in the amount of \$17,000,000 for real estate acquisition costs and cost-to-cure items resulting from the Zoo Interchange construction project. Of this amount, \$8,910,000 was placed in a capital account for the replacement of the County's existing warehouse facility currently located in the MRMC's warehouse on the County Grounds. Additionally, County Board Resolution File No. 13-279 authorized and directed an administrative fund transfer that created budget authority (capital project WO229012) to account for the costs of replacing the existing warehouse facility.

The cost to purchase of the warehouse facility is \$2,000,000. Costs for Facilities West's moving and for adapting the new building to accommodate its needs are currently being estimated. In addition, MRMC cost-to-cure payments are anticipated to be paid out of the \$8,910,000 (these costs are currently being negotiated).

D. No assumptions were used.

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

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

Department/Prepared By: Julie A. Esch, DAS – Director of Operations

Approved By: *Julie A. Esch*

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: May 20, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman
Milwaukee County Board of Supervisors

FROM: Julie Esch, Director of Operations 
Department of Administrative Services

**SUBJECT: Transfer of Seven Milwaukee County Water Utility Customers
and West Water Tower to the City of Wauwatosa**

History

As Milwaukee County (County) government's presence on the County Grounds has diminished over the years, the County has considered the possible transfer of its water utility (County Utility) to the City of Wauwatosa (Wauwatosa). Likewise, Wauwatosa has considered consolidation of the two water systems due to unnecessary redundancies in water service infrastructure. The Zoo Interchange mitigation projects for Swan Boulevard and Watertown Plank Road have revived these discussions largely due to the significant costs that would be borne by the County's Utility customers for the relocation of water mains and other related infrastructure that is located within the Watertown Plank Road and Swan Boulevard rights-of-way.

Background

In the fall of 2012, the County and the City met to discuss the possibility of transferring the County Utility to the City. Representatives of the County and City agreed to engage the Public Policy Forum (PPF) in a professional services agreement for the analysis of the pros and cons of transferring the County Utility to the City. The County and City agreed to share equally in the \$20,000 cost of the contract. Originally, the County and City requested that the PPF provide an analysis of the entire water system. However, the Wisconsin Department of Transportation's (WisDOT) deadlines for submission of plans and specifications related to the reconstruction of Swan Boulevard and Watertown Plank Road forced the PPF, with the permission of the County and City, to analyze those parts of the water system (described as Phase I and Phase II) directly impacted by the Swan Boulevard and Watertown Plank Road mitigation projects immediately. The remainder of the County Utility (described as Phase III) would be analyzed separately in order for the County to meet WisDOT deadlines.

In January of 2013, the County and City executed separate professional service agreements with the PPF for the analysis. Staff from the Department of Administrative Services (DAS), including Facilities Management and Fiscal Affairs and the Office of the Comptroller participated in meetings and provided data to the PPF for the analysis. The final report was presented to the County and City in April of 2013. Subsequently, the County and City agreed to commence negotiations for the transfer of seven customers and the west water tower (Tower) to the City.

Analysis

Transfer of the seven County Utility customers, which include the UWM Real Estate Foundation's Innovation Park LLC, Milwaukee County's Camp Wil-O-Way building on Underwood Parkway, UW Milwaukee County Cooperative Extension's Urban Gardens, Milwaukee County's Fleet building, Wisconsin Lutheran College, Milwaukee County Research Park Corporation (MCRPC) and Milwaukee County's Children's Court Center, will result in a positive fiscal impact to Milwaukee County.

This positive fiscal impact is achieved, in part, by the County receiving an annual minimum of \$20,000 from the City based upon the net revenue the City expects to realize from gaining the seven customers. In addition, County departments transferred to the City's water service are projected to realize a water charge savings of approximately \$7,079 due to lower water rates. Those County departments remaining on the County Utility are anticipated to see an increase of approximately \$3,977¹. Overall, the County is projected to achieve an estimated annual net savings of \$23,102.

Additionally, County and non-County users of the County Utility are anticipated to benefit from cost-avoidance due to the transfer of the County Utility to the City. This includes costs related to the ongoing maintenance and future demolition and reconstruction of the Tower in the amount of \$1,418,000. Furthermore, cost avoidance of approximately \$1,714,250 is projected as a result of County Utility relocation costs associated with the construction of the Zoo Interchange project. Overall, total estimated cost avoidance for all utility users is \$3,132,250.

¹ Remaining County departmental users of the Utility include DHHS-BHD, CATC, and Parks.

Net Annual Expenditure Increase/(Decrease)	Explanation
<u>(\$20,000)</u>	Payment from Wauwatosa to County (i.e. Net Revenue from 7 transferred County customers).
<u>(\$7,079)</u>	Net savings realized from the County users transferred to the Wauwatosa water utility.
<u>\$3,977</u>	Increase in Milwaukee County water charge due to lower user base.*
(\$23,102)	Total County Levy Increase/(Decrease)

**As a result of the transferred user to the Wauwatosa water system, Milwaukee County water rates to the remaining users will increase.*

Cost Avoidance to All Users	Explanation
<u>\$58,000</u>	Ongoing Maintenance of West Water Tower.
<u>\$1,300,000 (2013 dollars)</u>	Building a new West Water Tower in 10 yrs.
<u>\$30,000-\$60,000 (2013 dollars)</u>	West Water Tower Demolition.
<u>\$1,714,250</u>	Construction Costs Related to Zoo Interchange.
\$3,132,250	Total Cost Avoidance to All Users

Therefore, based on the Public Policy Forum's report on the Phase I and Phase II transfer of the seven water utility customers and Tower from the County to the City and the subsequent negotiation of the proposed Memorandum of Agreement, the following terms are proposed:

1. This Agreement shall be for a term of 10 years. Ten years represents that length of time required to defease the general obligation bonds issued by the County to finance the Tower. Upon the conclusion of year ten, ownership of the Tower and underlying land shall be transferred to WAUWATOSA at a cost of \$1.00.
2. During the term of the Agreement, WAUWATOSA shall pay MC an annual sum, which will be the greater of \$20,000 or fifty-percent (50%) of the total net revenue realized by the WAUWATOSA from the transfer of the seven water utility customers to the WAUWATOSA's water utility system.
3. During the term of this Agreement, MC will retain the current cell antenna revenue collected at this location. Any additional revenues from the siting of additional cell tower equipment on the Tower will accrue to WAUWATOSA.
4. WAUWATOSA will maintain the Tower and MC shall provide WAUWATOSA with technical support as necessary to effectuate transference of the Tower and seven water utility customers.

5. As part of the transfer, MC agrees to execute an easement agreement with Wauwatosa for the water mains that will become part of the WAUWATOSA Water Utility through the transfer of the seven customers (as named in the recitals) and the Tower.
6. MC and WAUWATOSA will negotiate costs for the capping, abandonment, valve adjustments and cross-connections needed to complete Phases I and II.
7. Neither MC nor the seven customers transferred to WAUWATOSA shall be responsible for any costs not directly associated with the provision of water service or other services actually provided by WAUWATOSA to MC or those customers.
8. MC and WAUWATOSA shall pursue the implementation of the recommendations of the Public Policy Forum upon receipt of the Public Policy Forum's independent analysis.
9. MC and WAUWATOSA agree to discuss the fire protection fee charged to MC government as part of the next phase the water utility transfer.

Recommendation

The Department of Administrative Services respectfully requests authorization to transfer the seven water utility customers and the west water tower from the Milwaukee County Water Utility to the City of Wauwatosa's water service by entering into the above referenced Memorandum of Agreement.

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(ITEM NO.) A resolution to transfer seven of Milwaukee County's Water Utility customers and west water tower to the City of Wauwatosa, recommending adoption of the following:

A RESOLUTION

WHEREAS, as Milwaukee County government's presence on the County Grounds has diminished over the years, the County has considered the possible transfer of its water utility to the City of Wauwatosa; and

WHEREAS, the Zoo Interchange mitigation projects for Swan Boulevard and Watertown Plank Road have revived these discussions largely due to the significant costs that would be borne by the County's water utility customers for the relocation of water mains and other related infrastructure that is located within the Watertown Plank Road and Swan Boulevard rights-of-way; and

WHEREAS, in the fall of 2012, Milwaukee County (County) and the City of Wauwatosa (City) met to discuss the possibility of transferring the County's water utility to the City and agreed to engage the Public Policy Forum (PPF) in a professional services agreement for the analysis of the pros and cons of transferring the County's water utility to the City; and

WHEREAS, the County and City agreed to share equally in the \$20,000 cost of the contract and, in January of 2013, the County and City executed separate professional service agreements with PPF for the analysis; and

WHEREAS, due to the Wisconsin Department of Transportation's (WisDOT) deadlines for submission of plans and specifications related to the reconstruction of Swan Boulevard and Watertown Plank Road forced PPF, with the permission of the County and City, to analyze those parts of the water system (described as Phase I and Phase II) directly impacted by the Swan Boulevard and Watertown Plank Road mitigation projects immediately with the remainder of the system (described as Phase III) to be analyzed separately in order for the County to meet WisDOT deadlines.

WHEREAS, the final report for Phases I and II was presented to the County and City in April of 2013, and subsequently, the County and City agreed to commence negotiations for the transfer of seven customers and the west water tower (Tower) to the City; and

43 WHEREAS, transfer of the seven water utility customers, which include the UWM
44 Real Estate Foundation's Innovation Park LLC, Milwaukee County's Camp Wil-O-Way
45 building on Underwood Parkway, UW Milwaukee County Cooperative Extension's
46 Urban Gardens, Milwaukee County's Fleet building, Wisconsin Lutheran College,
47 Milwaukee County Research Park Corporation (MCRPC) and Milwaukee County's
48 Children's Court Center, will result in a positive fiscal impact to Milwaukee County; and
49

50 WHEREAS, this positive fiscal impact is achieved by County receiving net
51 realized revenue the City would gain from the addition of the County's seven customers
52 to its water system, for a total savings to the County of approximately \$23,102 annually;
53 and
54

55 WHEREAS, the most significant fiscal savings would result from avoiding costs
56 related to the relocation of water utility infrastructure for the reconstruction of Swan
57 Boulevard and Watertown Plank Road and for the future demolition and reconstruction
58 of the Tower for a total approximate savings, to all County water utility customers, of
59 \$3,132,250; and
60

61 WHEREAS, based on the Public Policy Forum's report on the Phase I and Phase
62 II transfer of the seven water utility customers and Tower from the County to the City
63 and the subsequent negotiation of the proposed Memorandum of Agreement; and
64

65 WHEREAS, the Memorandum of Agreement includes the terms as follows:
66

- 67 1. This Agreement shall be for a term of 10 years. Ten years represents that length
68 of time required to defease the general obligation bonds issued by the County to
69 finance the Tower. Upon the conclusion of year ten, ownership of the Tower and
70 underlying land shall be transferred to WAUWATOSA at a cost of \$1.00.
71
- 72 2. During the term of the Agreement, WAUWATOSA shall pay MC an annual sum,
73 which will be the greater of \$20,000 or fifty-percent (50%) of the total net revenue
74 realized by the WAUWATOSA from the transfer of the seven water utility
75 customers to the WAUWATOSA's water utility system.
76
- 77 3. During the term of this Agreement, MC will retain the current cell antenna
78 revenue collected at this location. Any additional revenues from the siting of
79 additional cell tower equipment on the Tower will accrue to WAUWATOSA.
80
- 81 4. WAUWATOSA will maintain the Tower and MC shall provide WAUWATOSA with
82 technical support as necessary to effectuate transference of the Tower and
83 seven water utility customers.
84

- 85 5. As part of the transfer, MC agrees to execute an easement agreement with
86 Wauwatosa for the water mains that will become part of the WAUWATOSA
87 Water Utility through the transfer of the seven customers (as named in the
88 recitals) and the Tower.
89
90 6. MC and WAUWATOSA will negotiate costs for the capping, abandonment, valve
91 adjustments and cross-connections needed to complete Phases I and II.
92
93 7. Neither MC nor the seven customers transferred to WAUWATOSA shall be
94 responsible for any costs not directly associated with the provision of water
95 service or other services actually provided by WAUWATOSA to MC or those
96 customers.
97
98 8. MC and WAUWATOSA shall pursue the implementation of the recommendations
99 of the Public Policy Forum upon receipt of the Public Policy Forum's independent
100 analysis.
101
102 9. MC and WAUWATOSA agree to discuss the fire protection fee charged to MC
103 government as part of the next phase the water utility transfer

104
105 ; now, therefore,
106

107 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
108 authorizes and directs the Director of the Department of Administrative Services,
109 Corporation Counsel, and Risk Management to negotiate, prepare, review, approve,
110 execute and record all documents and perform all actions required to enter into an to
111 enter into a Memorandum of Agreement (Agreement) with the City of Wauwatosa for
112 the aforementioned terms related to the transfer of seven Milwaukee County water utility
113 customers and the west water tower to the City of Wauwatosa.

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 20, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT:

FISCAL EFFECT:

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

	Expenditure or Revenue Category	Current Year*	Subsequent Year
Operating Budget	Expenditure	0	(\$3,102)
	Revenue	0	0**
	Net Cost	0	(\$3,102)
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

*Current Year impact was not included as the commencement date for a proposed agreement is not yet known.

**Additional revenue provided by the City of Wauwatosa will result in an unknown net operating budget decrease for the remaining county departmental customers.

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The Department of Administrative Services is requesting authority to execute a Memorandum of Agreement with the City of Wauwatosa (City) for the transfer of seven Milwaukee County Water Utility (Utility) customers (of which, five are County departments) and the west water tower to the City's water service.
- B. Milwaukee County will receive a minimum of \$20,000, on an annual basis, from the City in additional revenue from transferring the seven customers to the City's service. As a result of the transfer of the seven Utility customers to the City water service, the remaining Utility customers will realize an increase in costs. Remaining departmental users of the Utility are anticipated to see an increase of approximately \$3,977². However, County departments transferred to the City's water service are projected to realize a water charge savings of approximately \$7,079 due to lower water rates. Overall, the County is projected to achieve an estimated annual net savings of \$23,102.

Net Annual Expenditure Increase/(Decrease)	Explanation
<u>(\$20,000)</u>	Payment from Wauwatosa to County (i.e. Net Revenue from 7 transferred County customers).
<u>(\$7,079)</u>	Net savings realized from the County users transferred to the Wauwatosa water utility.
<u>\$3,977</u>	Increase in Milwaukee County water charge due to lower user base.*
<u>(\$23,102)</u>	Total County Levy Increase/(Decrease)

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

² Remaining County departmental users of the Utility include DHHS-BHD, CATC, and Parks.

Additionally, County and non-County users of the Utility are anticipated to benefit from cost-avoidance due to the transfer of the Utility to the City. This includes costs related to the ongoing maintenance and future demolition and reconstruction of the west water in the amount of \$1,418,000. Furthermore, cost avoidance of approximately \$1,714,250 is projected as a result of utility relocation costs associated with the construction of the Zoo Interchange project. Overall, total estimated cost avoidance for all utility users is \$3,132,250.

Cost Avoidance to All Users	Explanation
<u>\$58,000</u>	Ongoing Maintenance of West Water Tower.
<u>\$1,300,000 (2013 dollars)</u>	Building a new West Water Tower in 10 yrs.
<u>\$30,000-\$60,000 (2013 dollars)</u>	West Water Tower Demolition.
<u>\$1,714,250</u>	Construction Costs Related to Zoo Interchange.
\$3,132,250	Total Cost Avoidance to All Users

C. The impact of executing the Memorandum of Agreement on the entire Water Utility Account (Org. 5500) is largely associated with avoidance of costs related to relocating water utility infrastructure for the Zoo Interchange mitigation projects and future demolition and reconstruction of the west water tower.

D. No assumptions were made.

Department/Prepared By: Julie A. Esch, DAS – Director of Operations

Approved By: 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?³ Yes No Not Required

³ Community Business Development Partners' review is required on all professional service and public work construction contracts.
TPWT 06/05/2013 Page 203

Memorandum of Agreement

MILWAUKEE COUNTY ("MC") and the WAUWATOSA ("WAUWATOSA"), enter into this Memorandum of Agreement (Agreement) as of the ___ day of _____, 2013, by and between MC and WAUWATOSA as it relates to the transfer of seven water utility customers from MC's water utility to the WAUWATOSA's water utility. MC and WAUWATOSA are collectively referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, in an effort to avoid certain new capital construction costs associated with construction of the Zoo Interchange, estimated to be approximately \$1,700,000, which costs would be borne by the customers of the MC, MC wishes to transfer to WAUWATOSA and WAUWATOSA wishes to receive, seven customers currently served by the MC's water utility. These customers include (1) UWM Real Estate Foundation's Innovation Park LLC, (2) MC's Camp Wil-O-Way building on Underwood Parkway, (3) UW-Milwaukee County Cooperative Extension's Urban Gardens, (4) MC's Fleet building, (5) Wisconsin Lutheran College Athletic Facilities, (6) Milwaukee County Research Park Corporation (MCRPC) and (7) MC's Children's Court Center. MC wishes to lease the West Water Tower ("Tower") located in the MCRPC to WAUWATOSA in exchange for the provisions described herein; and

WHEREAS, a transfer of associated MC water service facilities to the Wauwatosa Water Utility would provide an opportunity to significantly improve Wauwatosa Water Utility service to its customers in the southwestern portion of the service area;

The Parties hereby agree as follows:

1. This Agreement shall be for a term of 10 years. Ten years represents that length of time required to defease the general obligation bonds issued by the County to finance the Tower. Upon the conclusion of year ten, ownership of the Tower and underlying land (see Exhibit A) shall be transferred to WAUWATOSA at a cost of \$1.00.
2. During the term of the Agreement, WAUWATOSA shall pay MC an annual sum, which will be the greater of \$20,000 or fifty-percent (50%) of the total net revenue realized by the WAUWATOSA from the transfer of the seven water utility customers to the WAUWATOSA's water utility system.
3. During the term of this Agreement, MC will retain the current cell antenna revenue collected at this location. Any additional revenues from the siting of additional cell tower equipment on the Tower will accrue to WAUWATOSA.
4. WAUWATOSA will maintain the Tower and MC shall provide WAUWATOSA with technical support as necessary to effectuate transference of the Tower and seven water utility customers.
5. As part of the transfer, MC agrees to execute an easement agreement with Wauwatosa for the water mains that will become part of the WAUWATOSA Water Utility through the transfer of the seven customers (as named in the recitals) and the Tower.
6. MC and WAUWATOSA will negotiate costs for the capping, abandonment, valve adjustments and cross-connections needed to complete Phases I and II.

7. Neither MC nor the seven customers transferred to WAUWATOSA shall be responsible for any costs not directly associated with the provision of water service or other services actually provided by WAUWATOSA to MC or those customers.
8. MC and WAUWATOSA shall pursue the implementation of the recommendations of the Public Policy Forum upon receipt of the Public Policy Forum's independent analysis.
9. MC and WAUWATOSA agree to discuss the fire protection fee charged to MC government as part of the next phase the water utility transfer.
10. IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the stated day and year.

SIGNATURES ON FOLLOWING PAGE

MILWAUKEE COUNTY

By: _____
Don Tyler
Director, Department of Administrative Services

Date

Approved as to form:

By: _____
Kimberly R. Walker
Milwaukee County Corporation Counsel

Date

CITY OF WAUWATOSA

Kathleen Ehley, Mayor

Date

Carla M. Ledesma, City Clerk

Date

John Ruggini, Finance Director

Date

Approved as to form and execution:

Alan R. Kesner, City Attorney

Date

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: May 13, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **Re-designation of US 41 to WIS 175**

POLICY

Approval to re-designate US 41, beginning at the stadium interchange at I-94 following northwest along Lisbon Avenue and Appleton Avenue to US 45 as WIS175.

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) requests Milwaukee County Board approval to extend WIS 175 along the current US 41 route along Lisbon Avenue and Appleton Avenue. Attached to this resolution is correspondence received from the State Department of Transportation dated April 3, 2013 requesting the approval and two maps showing the proposed location of the re-designated highway. Also attached is correspondence received from the State Department of Transportation dated December 12, 2012 outlining the three re-designation options considered, WIS 241, WIS 341 and WIS 175 and the pros and cons for each. WisDOT's recommendation is to re-designate US 41 as WIS 175.

As part of the US 41 Interstate conversion, the American Association of State Highway and Transportation Officials has conditionally approved the relocation of US 41 to follow I-894 and US 45 in order to have US 41 be concurrent with the proposed I-41 route. In accordance with Wisconsin State Statute 84.02(3), "it is necessary to have approval by the county board of each county in which part of the proposed change is situated when the change is more than 2.5 miles of the system." Therefore, WisDOT is requesting Milwaukee County board approval to re-designate the existing section of US 41 beginning at the stadium interchange at I-94 following northwest along Lisbon Avenue and Appleton Avenue to US 45 as WIS 175. WisDOT commits to the following as a part of the WIS 175 designation:

- The re-designated segment of US 41 will remain a connecting highway
- The re-designation will not affect state funding for the route
- Milwaukee County will not incur any costs as a result of this change

Supervisor Marina Dimitrijevic
Supervisor Michael Mayo
Page 2
May 13, 2013

WisDOT will include the removal of US 41 signs and the installation of WIS 175 signs in the Interstate Conversion signing project. Currently, WisDOT is planning for installation of Interstate shields in 2014; however, before this can take place an environmental document needs to be signed, federal oversize/overweight grandfathering legislation must be passed, and a formal agreement must be signed with the Federal Highway Administration. Therefore the final date of the change has not been determined.

RECOMMENDATION

The Milwaukee County Department of Transportation recommends the County Board approve the re-designation of US 41 to WIs 175.

Prepared by: Clark A. Wantoch, Director of Highway Operations

Approved by:

Brian Dranzik
Director
Department of Transportation

Attachments

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Scott Manske, Comptroller
Clark Wantoch, Director of Highway Operations, DOT
James Martin, Director of Operations, DOT

1 (ITEM) From the Director of Transportation requesting the County Board’s approval of the
2 re-designation of US 41 to WIS 175 from the stadium interchange at I-94 following northwest
3 along W. Lisbon Avenue and W. Appleton Avenue to US 45:
4

5
6 **A RESOLUTION**
7

8 WHEREAS, As part of the US 41 Interstate conversion, the American Association of
9 State Highway and Transportation Officials has conditionally approved the relocation of US 41
10 to follow I-894 and US 45 in order to have US 41 be concurrent with the proposed I-41 route;
11 and

12 WHEREAS, The Wisconsin Department of Transportation is proposing to re-designate
13 the existing section of US 41 beginning at the stadium interchange at I-94 following northwest
14 along W. Lisbon Avenue and W. Appleton Avenue to US 45 as WIS 175; and
15

16 WHEREAS, In accordance with Wisconsin State Statute 84.02(3), “it is necessary to
17 have approval by the county board of each county in which part of the proposed change is
18 situated when the change is more than 2.5 miles of the system.”; and
19

20 WHEREAS, The Milwaukee County Department of Public Works has reviewed the three
21 re-designations considered, WIS 241, WIS 341 and WIS 175 as contained in WisDOT’s letter
22 dated December 12, 2012 of which a copy is attached to this file; and
23

24 WHEREAS, The Milwaukee County Department of Public Works concurs with the
25 recommended re-designation to WIS 175; now, therefore
26

27 BE IT RESOLVED, that the County Board of Supervisors does hereby approve re-
28 designating the existing section of US 41 beginning at the stadium interchange at I-94 following
29 northwest along W. Lisbon Avenue and W. Appleton Avenue to US 45 as WIS 175 with no costs
30 to be incurred by Milwaukee County for this re-designation.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 13, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Re-designation of US 41 to WIS 175

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

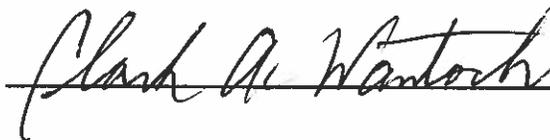
In the space below, you must provide the following information. Attach additional pages if necessary.

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

1. Approval of name change from US 41 to WIS 175 is required by the state but all costs associated with this name change will be paid 100 % by the State..

Department/Prepared By MCDOT / Clark Wantoch, Director of Highway Operations

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304



Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-2222
Facsimile (FAX): (920)492-5807
E-mail: ner.dtsd@dot.wi.gov

Date: April 3, 2013

Mr. Daniel Murphy
Milwaukee County Dept. of Transportation & Public Works
Project Engineer - Traffic
2711 West Wells Street, Suite 300
Milwaukee WI 53208

Re: USH 41 Interstate Conversion Study - WIS 175 Route Designation

ID 1133-00-00

IH 94 – IH 43

Kenosha, Racine, Milwaukee, Waukesha, Washington, Dodge, Fond du Lac, Winnebago, Outagamie, and Brown Counties

Dear Mr. Murphy:

The Wisconsin Department of Transportation (WisDOT) requests that the subject of extending WIS 175 along the current USH 41 route along Lisbon Avenue and Appleton Avenue be placed on the next Transportation, Public Works and Transit Committee meeting agenda. See the attached map of the proposed route changes.

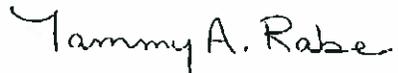
As part of the US 41 Interstate conversion, AASHTO has conditionally approved the relocation of US 41 to follow I-894 and US 45 in order to have US 41 be concurrent with the proposed I-41 route. In accordance with Wisconsin State Statute 84.02(3), "it is necessary to have approval by the county board of each county in which part of the proposed change is situated when the change is more than 2.5 miles of the system." Therefore, WisDOT is requesting to have Milwaukee County board approval to re-designate to WIS 175 the existing section of US 41 beginning at the Miller Park interchange on I-94 and following Lisbon Avenue and Appleton Avenue north to the WIS 175/US 45 interchange. WisDOT commits to the following as part of the WIS 175 designation:

- The re-designated segment of US 41 will remain a connecting highway
- The re-designation will not affect state funding for the route
- The re-designation will not have costs for Milwaukee County

WisDOT will include the removal of US 41 signs and the installation of WIS 175 signs in the Interstate Conversion signing project. Currently, we are planning for installation of Interstate shields in 2014; however, before this can take place an environmental document needs to be signed, federal OSOW grandfathering legislation must be passed, and a formal agreement must be signed with FHWA.

Please let me know if WisDOT representation will be needed at the Committee or County Board meetings or if you need any additional information for use at these meetings. You can contact me at 920-492-5661 or by e-mail at tammy.rabe@dot.wi.gov.

Sincerely,

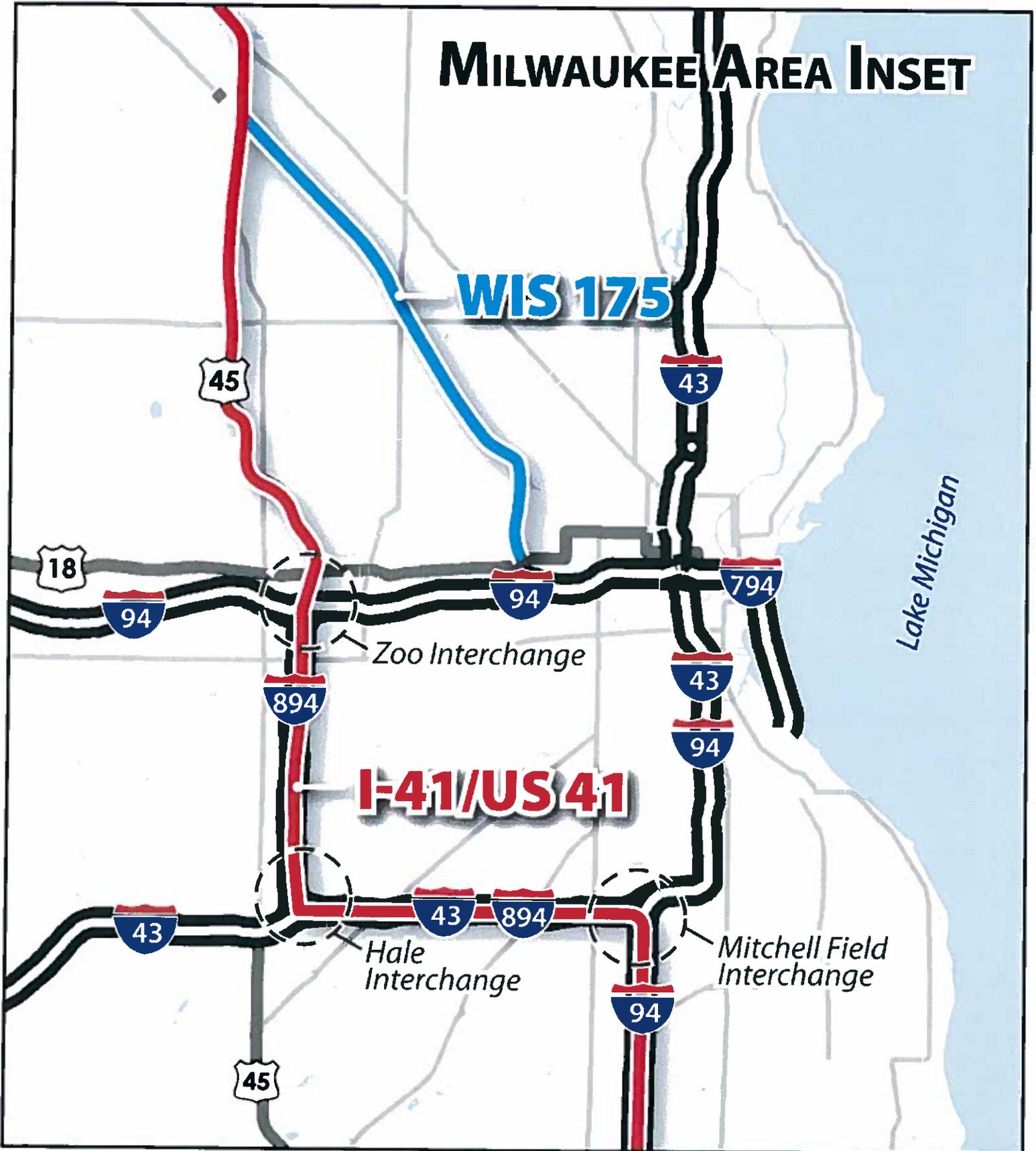
Handwritten signature of Tammy A. Rabe in black ink.

Tammy Rabe, PE
WisDOT Planning Project Manager

Enclosures: I41 Corridor Map
US 41 Renaming Tech Memo

cc: Brian Andreas, Strand Associates, Consultant Project Manager

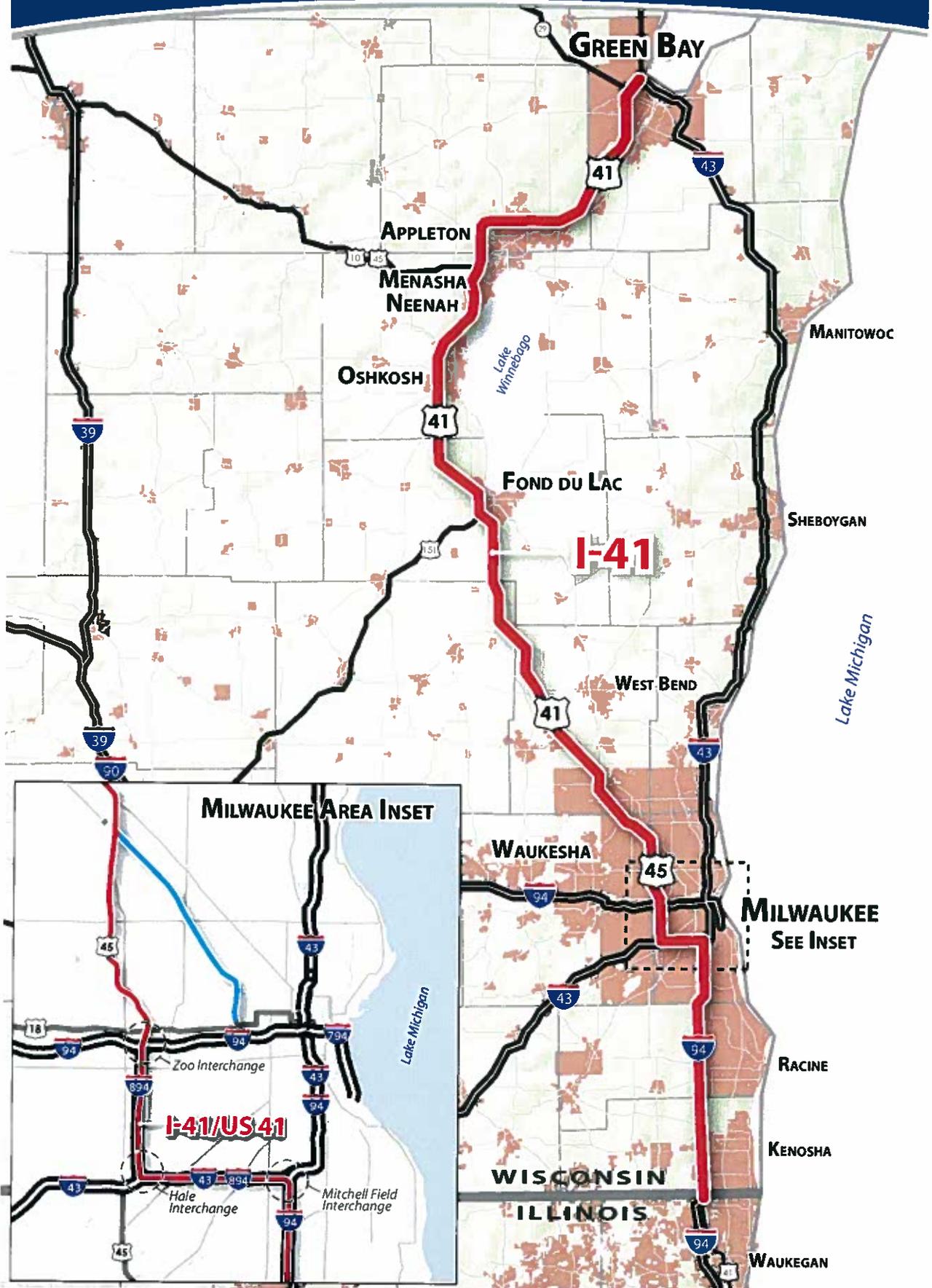
MILWAUKEE AREA INSET



I-41 Corridor

Interstate

US 41 Conversion





Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304



US 41 Conversion

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-2222
Facsimile (FAX): (920)492-5807
E-mail: ner.dtsd@dot.wi.gov

December 12, 2012 Renaming US 41 to WIS 175 in the City of Milwaukee

On November 16, 2012, AASHTO conditionally approved the designation of the US 41 Interstate corridor as IH-41 and the re-routing of US 41 around Milwaukee contingent on approvals from FHWA.

The current section of US 41 beginning at the Miller Park interchange on I-94 and following Lisbon Avenue and Appleton Avenue north to the WIS 175/US 45 interchange is recommended to be designated WIS 175 to maintain its current status as a connecting highway.

Three options for a new state highway number were considered including WIS 241, WIS 175, and WIS 341. (See the attached map.) After reviewing the existing conditions and discussions with the City of Milwaukee and Milwaukee County, it was determined the WIS 241 option is not feasible for the following reasons:

- Extension of WIS 241 north along South 27th Street would impact historical resources located north of Lincoln Avenue.
- Extension of WIS 241 either north along South 27th Street or west along West Lincoln Avenue would involve existing roadways that do not meet WisDOT standards.
- Connecting highway limits would need to be extended.
- Additional truck traffic may be directed through residential neighborhoods.

The Interstate conversion study team recommends WIS 175 be designated as the new name for existing US 41 based on recommendations from the City of Milwaukee and Milwaukee County. While both route designations have advantages that are detailed below, the WIS 175 designation extends a longer route and eliminates potential confusion at the interchange with US 45/future I-41.

WIS 175

- Extends existing WIS 175 further south so that Appleton Avenue/WIS 175 continues as Appleton Avenue/WIS 175 into the City of Milwaukee (e.g. Appleton Avenue does not change from WIS 175 to WIS 341). WIS 175 extends north to Fond du Lac.
- Permanent signing at I-41/USH 45 and WIS 175 interchange is potentially less confusing since the cross road is only one route number rather than two route numbers.
- Existing unsigned WIS 341 would be removed from the state highway system.

WIS 341

- Acts as a state highway spur route for I-41/USH 41 following the guidance in the WisDOT Traffic Guidelines Manual in Section 1-11-1 for tied "300" series routes.
- The change from the "41" route number to "341" route number would create less public confusion than changing from "41" to "175".
- Using WIS 341 does not create potential confusion that may exist between WIS 145 and WIS 175. The WIS 175 and WIS 145 route numbers are similar and the WIS 145 route is located close and parallel to the proposed WIS 175 route.



COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: May 14, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Diamond Grinding along E. Layton Ave. – Howell to I-794

POLICY

Informational Report

BACKGROUND

The segment of East Layton Ave. from S. Howell Ave. to I-794 was used by the Wisconsin Department of Transportation (WisDOT) as a detour route during construction of the I-94 north-south project and is currently being used as an alternative detour route for the I-43 bridge replacement project. As a result of this, the deterioration rate has accelerated requiring intermediate action prior to its scheduled resurfacing. A permanent improvement of this segment of roadway is scheduled for 2015 at the earliest in the current system plan.

The department approached WisDOT asking for consideration of a mitigation project to address the necessary repairs until such time that a permanent fix can take place. In reviewing the alternatives, WisDOT has tentatively agreed to fund a diamond grinding of the concrete pavement within the travel lanes of E. Layton Ave. from S. Howell Ave. to I-794, just west of S. Pennsylvania Ave. This is a similar project undertaken by WisDOT along College Ave. The construction costs would be paid by the state at 100% with a not to exceed amount of \$300,000. A mitigation agreement is being drafted and the department anticipates a fund transfer in the July cycle.

The diamond grinding project will require the creation of a set of plans and estimates following the process necessary for a state let project. The county is responsible for providing these documents. We estimate that the county's design costs to prepare the documents will be approximately \$30,000. In order to meet the tight time frame associated with a state let project, for construction this fall, the department plans to move ahead with the design documents utilizing the Operating budget. The intent is to request a fund transfer for the costs associated with the capital project in the July cycle. The County's design costs would come from excess funds related to projects that are currently being closed out.

RECOMMENDATION

This report is informational.

Supervisor Michael Mayo
Page 2
May 14, 2013

Prepared by: Clark A. Wantoch, Director of Highway Operations

Approved by:

Brian Dranzik
Director
Department of Transportation

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Jason Haas, 14th District Supervisor
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Scott Manske, Comptroller
Clark Wantoch, Director of Highway Operations, DOT
James Martin, Director of Operations, DOT

MILWAUKEE COUNTY

INTER-OFFICE COMMUNICATION

DATE: May 13, 2013

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: INFORMATIONAL REPORT: Summary of Fund Transfers for Consideration at the June 2013 Meeting of the Committee on Finance, Personnel and Audit

Description: Amount:

1. DOT – Transportation Services (Highways Capital) \$370,150

The Director of the Milwaukee County Department of Transportation (MCDOT) is requesting an appropriation transfer to increase expenditure authority by \$370,150 to make final payments on invoices for the completed capital improvement projects listed below. \$324,602 of State reimbursement revenue is available to cover the cost of these projects with the remaining \$45,548 of the County share to be funded using surplus expenditure authority from capital improvement project WO870 County Special Assessments.

<u>County Project ID</u>	<u>Expenditure Amount</u>	<u>Revenue Amount</u>	
		<u>WisDOT Revenue Amount</u>	<u>County Share Amount</u>
<i>Previously Closed Projects- Addt'l Funding Required</i>			
WH080012 S. 76th St Bridge #164 over West Forest Home	\$ 31,208	\$ 24,966	\$ 6,242
WH201132 North Port Washington Rd (Good Hope to Bergen)	\$ 142,820	\$ 114,256	\$ 28,564
<i>Existing Project- Addt'l Funding Required</i>			
WH082032 E. Rawson Ave (S. 27th St. to S. 6th St.)	\$ 9,689	\$ 7,751	\$ 1,938
WH020141 W. Oklahoma Ave (between S. 76th St., and S. 72nd St.)	\$ 8,804	\$ -	\$ 8,804
WH001092 W. Hampton Ave. (N. 60th St. to N. 124th St.)	\$ 177,629	\$ 177,629	\$ -
	\$ 370,150	\$ 324,602	\$ 45,548

APPROPRIATION TRANSFER REQUEST

1699 R4E

MILWAUKEE COUNTY

FISCAL YEAR
2013

DEPT. NO.
1200

**INSTRUCTIONS: REFER TO
MILW. COUNTY ADMINISTRATIVE
MANUAL SECTION 4.05 FOR
INSTRUCTIONS ON PREPARING
THIS FORM**

DEPARTMENT NAME

DOT - Transportation Svcs Capital (WH Capital)

Were Appropriations Requested Below Denied For The Current Budget?

Yes

No

X

Line No.	ACCOUNT DISTRIBUTION						OBJECT CODE DESCRIPTION	Transfer Request	DAS Account Modification	
	Fund	Agency	Org. Unit	Revenue/Object	Activity	Project				
TO (Credit)	1	1200	120	1200	6146		WH080012	Prof Svcs - Cap Major Maint	31,208	
	2	1200	120	1200	6146		WH201132	Prof Svcs - Cap Major Maint	142,820	
	3	1200	120	1200	6146		WH082032	Prof Svcs - Cap Major Maint	9,689	
	4	1200	120	1200	6146		WH020141	Prof Svcs - Cap Major Maint	8,804	
	5	1200	120	1200	6146		WH001092	Prof Svcs - Cap Major Maint	177,629	
	6									
	7									
	8									
	9									

FROM TOTALS (Credit) 370,150 \$ -

FROM (Debit)	1	1200	120	1200	2299		WH080012	Other State Grants & Reimb	24,966	
	2	1200	120	1200	2299		WH201132	Other State Grants & Reimb	114,256	
	3	1200	120	1200	2299		WH082032	Other State Grants & Reimb	7,751	
	4	1200	120	1200	2299		WH001092	Other State Grants & Reimb	177,629	
	5	1850	120	1850	8589		WO870011	Other Capital Outlay (CAP)	45,548	
	6									
	7									
	8									

FROM TOTALS (Debit) 370,150 \$ -

E X P L A N A T I O N

An appropriation transfer of \$370,150 is requested by the Director of the Department of Transportation to increase expenditure authority for the capital improvement projects listed in the table below. This \$370,150 expenditure increase is offset by 1) \$324,602 of anticipated state revenue and 2) \$45,548 of the Milwaukee County share which is funded from surplus expenditure authority in capital improvement project WO870 Special Assessments. Approval of this appropriation transfer request will all final payment on invoices for the following capital improvement projects.

County Project ID	Expenditure Amount	Revenue Amount	
		WisDOT Revenue Amount	County Share Amount
Previously Closed Projects- Addt'l Funding Required			
WH080012 S. 76th St Bridge #164 over West Forest Home	\$ 31,208	\$ 24,966	\$ 6,242
WH201132 North Port Washington Rd (Good Hope to Bergen)	\$ 142,820	\$ 114,256	\$ 28,564
Existing Project- Addt'l Funding Required			
WH082032 E. Rawson Ave (S. 27th St. to S. 6th St.)	\$ 9,689	\$ 7,751	\$ 1,938
WH020141 W. Oklahoma Ave (between S. 76th St., and S. 72nd St.)	\$ 8,804	\$ -	\$ 8,804
WH001092 W. Hampton Ave. (N. 60th St. to N. 124th St.)	\$ 177,629	\$ 177,629	\$ -
	\$ 370,150	\$ 324,602	\$ 45,548

Approval of this appropriation transfer has no property tax levy impact.

Clark Wantoch, Director of Transportation Services

TYPE OF TRANSFER						TRANSFER NO.
	AP		EB		RB	

IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL PAGES.

DATE OF REQUEST	SIGNATURE OF DEPARTMENT HEAD	TITLE
5/13/2013		Director, MCDOT

A c t i o n		Dept. of Administration	County Executive	Finance Committee	County Board
	DATE				
	APPROVE				
	DISAPPROVE				
	MODIFY				

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : June 3, 2013

TO : Supervisor Michael Mayo, Chairman, Transportation, Public Works and Transit
Committee

FROM : Scott B. Manske, Comptroller

SUBJECT: Cost Analysis of Water Utility on Milwaukee County Grounds and Transfer of Seven
(7) Utility Customers to City of Wauwatosa (For Information Only) (File 13-513)

Summary of Cost Analysis

Due to the advent of the Zoo Interchange construction, and the associated utility work that is necessary on the County Grounds to prepare for this construction, the County is examining the transfer of seven water utility customers (Impacted Customers) to the City of Wauwatosa (City).

By transferring the customers to the City,

1. The County and State would avoid certain capital costs of \$1.7 million associated with Zoo Interchange construction, and future capital costs of \$1.36 million related to these customers. See Schedule H.
2. In addition, the County's water utility rate would drop for existing water utility customers. The 2012 water utility rate was \$4.38 per ccf (100 cubic feet of water). The water utility rate if the customers are not transferred would be \$4.57 per ccf, versus a rate of \$4.27 per ccf if they are transferred to the City of Wauwatosa. See schedules F and G.
3. The Impacted Customer's water utility payment would drop if they transferred to the City. The Impacted Customers costs would drop from \$77,000 per year to \$52,000 per year by being under City of Wauwatosa rates. See Schedule C.
4. The County may have to assume certain debt costs related to the outstanding debt on the West Water Tower, if these costs cannot continue to be charged to the remaining utility customers. See Schedule I.

It is understood that if no transfer takes place that the County water utility would have to incur the costs to maintain these customers. The additional capital cost of \$1.7 million, which includes \$1.4 million of County costs, could be allocated to water utility customers through interest and depreciation costs. The County Water Utility rate would increase from \$4.38 to \$4.57 per ccf (100 cubic feet). The City of Wauwatosa has a separate water utility, and therefore a separate water utility rate, which the seven impacted users would become customers. The City of Wauwatosa rate, if applied to County utility customers, would average \$2.46 per ccf.

Background

A report was done by the Public Policy Forum on the transfer of these Impacted Customers to the City. The report's conclusion indicated that certain matters needed to be evaluated before a final decision could be made on the transfer. However, the report also stated that the transfer of the impacted customers to the City would reduce overall costs and eliminate the need for redundant infrastructure.

When the Public Policy Forum Report was presented to the Public Works committee, the Comptroller stated that his office would look at the costs for the transfer and the annual utility cost impact.

A report requesting the transfer has been submitted by the Department of Administrative Services for consideration by the Transportation and Public Works Committee on June 5, 2013. The report includes an agreement with the City for the transfer and a resolution to approve that agreement.

County Costs for Water Utility (Schedule A)

The following schedule shows the current and projected costs for the Milwaukee County Water Utility. This schedule shows the costs of the utility.

Milwaukee County						
County Water Utility Cost Projections by Year for Major Expenditure Types						
	2012 Actual	2013 Proj	2014 Proj	2015 Proj	Pcntg	
Water Purchase	\$ 553,966	\$ 581,222	\$ 610,283	\$ 640,797	25.5%	
Other Services	130,576	154,010	158,630	163,389	6.4%	
Commodities	7,064	4,657	4,797	4,941	0.2%	
Facilities Labor and Fringes	648,079	553,604	586,820	622,029	25.0%	
Other Cross Charges	42,277	80,010	82,410	84,882	3.3%	
Capital Outlay	594,788	630,647	500,000	500,000	18.9%	
Depreciation	180,824	261,984	261,984	261,984	9.9%	
Interest	66,514	174,571	171,551	167,080	6.1%	
5% Charge for Reserves	111,204	122,035	118,824	122,255	4.8%	
Utility Cost Milwaukee County	\$ 2,335,292	\$ 2,562,740	\$ 2,495,299	\$ 2,567,358	100.0%	
Usage CCF for Milwaukee County Utility	533,239.65	533,239.65	533,239.65	533,239.65		
Milwaukee County Rate	\$ 4.38	\$ 4.81	\$ 4.68	\$ 4.81		

Comparison to City of Wauwatosa Water Rates (Schedule B)

The following is a comparison between the Milwaukee County Water Utility rates for customers on the County Grounds and the City of Wauwatosa water rates for all customers on the County Grounds. The rates are much lower for the City of Wauwatosa, since their charges are spread over a larger customer base, and the City pays a lower fee for water.

Milwaukee County Rate and Revenues	<u>2012 Actual</u>	<u>2013 Proj</u>	<u>2014 Proj</u>	<u>2015 Proj</u>
Milwaukee County Rate	\$ 4.38	\$ 4.81	\$ 4.68	\$ 4.81
Customer Revenues	\$ 2,335,290	\$ 2,562,740	\$ 2,495,300	\$ 2,567,360
City of Wauwatosa Rates and Revenues				
City Rate	\$ 2.20	\$ 2.46	\$ 2.70	\$ 2.97
Customer Revenues	\$ 1,174,970	\$ 1,309,130	\$ 1,440,280	\$ 1,584,250

Impacted Customers Utility Rate Comparison (Schedule C)

The following is a comparison between the Milwaukee County Water Utility rates for the impacted customers on the County Grounds and the City of Wauwatosa water rates for the impacted customers on the County Grounds. Rates vary for the City of Wauwatosa due to a meter charge that is assessed to customers under the City Utility rate, plus the regular water rate per 100 cubic feet.

Comparison of Water Costs for Seven Customers Under City and County Water Rates								
	Water Usage 2012	City of Wauwatosa Cost			Milwaukee County			
Phase 1	<u>CCF</u>	<u>Dollars</u>	<u>Rate CCF</u>	<u>Pcntg</u>	<u>Dollars</u>	<u>Rate CCF</u>	<u>Pcntg</u>	
Parks Admin	141.7	\$ 975	\$ 6.88	0.07%	\$ 621	\$ 4.38	0.03%	
Wil-O-Way	470.1	1,903	\$ 4.05	0.15%	2,059	\$ 4.38	0.09%	
Wi Lutheran	7,691.6	23,741	\$ 3.09	1.81%	33,686	\$ 4.38	1.44%	
UW Extension gardens	1,454.9	5,908	\$ 4.06	0.45%	6,372	\$ 4.38	0.27%	
	9,758.3	32,526	\$ 3.33	2.48%	42,737	\$ 4.38	1.83%	
Phase 2								
Fleet	2,276.0	\$ 7,214	\$ 3.17	0.55%	\$ 9,968	\$ 4.38	0.43%	
Res Park	680.7	2,938	\$ 4.32	0.22%	2,981	\$ 4.38	0.13%	
Children's Court	3,758.0	12,833	\$ 3.41	0.98%	16,458	\$ 4.38	0.70%	
	6,714.7	22,985	\$ 3.42	1.75%	29,408	\$ 4.38	1.26%	
Seven Customers Total	16,473.0	55,512	\$ 3.37	4.24%	72,145	\$ 4.38	3.09%	
Total All County Custs	533,239.6	\$ 1,309,859	\$ 2.46	100.00%	\$ 2,335,355	\$ 4.38	100.00%	

Recent Capital Purchases by the County Water Utility (Schedule D)

The County has made several capital improvements in the last five years including the repair of the East and West Water Tower and the building of a new water tower near the County BHD facility. The new water tower is called a spheroid. The following are these costs and the annual depreciation and interest costs on these capital assets.

Milwaukee County Water Utility Before Zoo Interchange Capital Project			
Existing Fixed Assets	<u>Fixed Asset</u>	<u>Accum Deprec</u>	<u>Deprec Exp</u>
West Water Tower	891,310	262,111	89,131
East Water Tower	673,951	237,757	67,395
New Spheroid Water Tower	2,868,639	15,178	72,139
Other Water Assets	2,853,812	2,713,888	8,850
Total	7,287,712	3,228,934	237,514
Existing Fixed Assets	<u>Remaining Debt</u>	<u>2013 Prin</u>	<u>2013 Int</u>
West Water Tower	756,685	44,098	29,560
East Water Tower	646,400	36,909	26,200
New Spheroid Water Tower	2,868,639	84,552	118,811
Other Water Assets	-	-	-
Total	4,271,724	165,559	174,571

Capital Cost Comparison Based on Maintaining Impacted Customers or Transferring Customers to the City of Wauwatosa. (Schedule E)

The following comparison shows the capital costs that would have to be incurred under two scenarios. The first scenario is the County maintaining the seven impacted customers. The second scenario is the County transferring the seven customers to the City of Wauwatosa. The first scenario will cost \$1.7 million more than the transfer to Wauwatosa: \$1.4 million for the County and \$0.3 million to the State.

Zoo Interchange Costs for Water Utility				
County Cost maintaining customers				
		<u>County</u>	<u>WisDOT</u>	<u>Total</u>
Committed		497,000	161,000	658,000
Phase I		1,051,000	-	1,051,000
Phase II		560,000	465,000	1,025,000
		2,108,000	626,000	2,734,000
County Cost with Transfer of Service to Wauwatosa				
		<u>County</u>	<u>WisDOT</u>	<u>Total</u>
Committed		497,000	161,000	658,000
Phase I		85,000	-	85,000
Phase II		153,000	124,000	277,000
		735,000	285,000	1,020,000
Variance in Capital Cost				
Committed		-	-	-
Phase I		966,000	-	966,000
Phase II		407,000	341,000	748,000
Variance		1,373,000	341,000	1,714,000
Phase I - Eastern side of freeway including Parks Admin, Wil-o-Way, and UW Ext Gardens				
Phase II - Western side of Freeway including Fleet Bldg, Childrens Court and M-1 Research Park Bldg				
Committed - Costs that have to be incurred by County and State regardless of decision.				

Annual Cost Impact on County Water Utility for the Transfer of Seven Utility Customers to the City of Wauwatosa (Schedule F)

The following is a comparison between the Milwaukee County Water Utility rates for customers on the County Grounds if the seven utility customers are transferred to the City of Wauwatosa.

Cost Change if Customers in Phase I and Phase II are transferred to Wauwatosa					
	Water Usage 2012 CCF	City of Wauwatosa Cost		Milwaukee County	
		Dollars	Rate	Dollars	Rate
2012 Final Costs	533,239.6	\$ 1,309,859	\$ 2.46	\$ 2,335,355	\$ 4.38
Less Phase I and II cust	(16,473.0)	(55,512)			
Lower Cost to maintain Phase I				(70,000)	
Lower Cost to maintain Phase II				(20,000)	
Contribution from Wauwatosa				(20,000)	
Reduced Water Cost				(18,000)	
Cell Tower Revenue (No Change)				-	
2012 Costs adj for Transfer	516,766.6	\$ 1,254,347	\$ 2.43	\$ 2,207,355	\$ 4.27
There is a possibility that the depreciation on the West Tower asset and West Tower debt interest may have to be paid by the County, instead of the Utility. The depreciation is \$90,000 for seven years and the interest is \$15,000 for ten years. The offset to this cost is a \$20,000 contribution from the City for ten years, plus the City would pay for the demolition of the west water tower at \$60,000 for one year.					

Annual Cost Impact on County Water Utility for maintaining the seven impacted customers with the County Utility. (Schedule G)

If the County maintains the seven customers, the annual cost for all County utility customers would increase by \$0.19 per ccf, due to the depreciation and interest costs for the County's capital cost to maintain customers as a result of the Zoo interchange work. The capital cost would be amortized over a thirty year period, and the interest costs would be paid over a fifteen year period.

Cost Change with No Transfer of Customers					
	Water Usage 2012 CCF	City of Wauwatosa Cost		Milwaukee County	
		Dollars	Rate	Dollars	Rate
2012 Final Costs	533,239.6	\$ 1,309,859	\$ 2.46	\$ 2,335,355	\$ 4.38
Addl Debt Cost for Phase I				70,840	
Addl Debt Cost for Phase II				29,880	
Cell Tower Revenue (No Change)				-	
2012 Costs adj for Addl Constr	533,239.6	\$ 1,309,859	\$ 2.46	\$ 2,436,075	\$ 4.57

Capital Costs Avoided by Transferring Impacted Customers (Schedule H)

The following schedule shows the Zoo interchange phase I and phase II costs, plus the replacement cost of the West water tower that would be avoided by transferring the customers to the City of Wauwatosa. The Phase I and Phase II work would occur in 2013, and the replacement of the West water tower would have to occur in ten years. The estimated cost is based on 2013 dollars.

Capital Cost Avoided if Phase I and Phase II Customers Occurs			
	County	State WisDOT	Total
Phase I - 2013	\$ 966,000	\$ -	\$ 966,000
Phase II - 2013	\$ 407,000	\$ 341,000	\$ 748,000
Demo of West Water Tower 2020	\$ 60,000	\$ -	\$ 60,000
New West Water Tower 2020	\$ 1,300,000	\$ -	\$ 1,300,000
	\$ 2,733,000	\$ 341,000	\$ 3,074,000

Debt Cost for Existing West Water Tower Schedule (Schedule I)

The following schedule shows the principal and interest costs on the West water tower, from when it was repaired in 2008 – 2009. As of the end of 2012, there was \$756,685 of principal costs that were remaining to be paid on the maintenance costs. If the seven customers are transferred to the City of Wauwatosa, the County would have to examine if it could continue to charge these costs to the remaining utility customers of Milwaukee County Ground water utility.

Funding for WG00301xx - West Water Tower				
	Principal	Interest	Annual DS	O/S Debt
2007				
2008	\$0			\$875,789
2009	\$21,418	\$33,431	\$54,849	\$854,371
2010	\$37,954	\$32,735	\$70,689	\$816,417
2011	\$29,866	\$31,501	\$61,367	\$786,551
2012	\$29,866	\$30,531	\$60,397	\$756,685
2013	\$44,098	\$29,560	\$73,658	\$712,587
2014	\$60,578	\$28,017	\$88,595	\$652,009
2015	\$76,382	\$25,896	\$102,278	\$575,627
2016	\$76,382	\$23,032	\$99,414	\$499,245
2017	\$76,382	\$20,168	\$96,550	\$422,863
2018	\$76,382	\$17,112	\$93,494	\$346,481
2019	\$76,382	\$14,057	\$90,439	\$270,099
2020	\$76,382	\$11,002	\$87,384	\$193,717
2021	\$76,382	\$7,947	\$84,329	\$117,335
2022	\$76,382	\$4,891	\$81,273	\$40,953
2023	\$40,953	\$1,741	\$42,694	\$0
Total	\$875,789	\$311,620	\$1,187,409	

Committee Action

This is a cost analysis of the impact of maintaining seven water utility customers on the County Grounds, or transferring them to the City of Wauwatosa water utility and is for informational purposes only.



Scott B. Manske
Comptroller

cc: Chris Abele, County Executive
Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Don Tyler, Director, Department of Administrative Services
Julie Esch, Director of Operations, Department of Administrative Services
Gary Waszak, Facilities Maint. Coordinator, Department of Administrative Services
Jodi Mapp, Committee Clerk, County Board

The following map depicts where the seven customers are that are impacted by the construction for the zoo interchange. The customers in Phase I are the Parks Administration building, the Wisconsin Lutheran Athletic facilities, the Wil-o-Way building, and the UW-Extension Gardens. The customers impacted by Phase II are the Fleet facility, the Childrens Court Center, and the M-1 Research Park Facility. The water towers serving the customers on the County Grounds are noted with a 'T'.

