MILWAUKEE COUNTY
Inter-Office Memorandum

DATE: April 23, 2014

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

FROM: Brian Dranzik, Director
Department of Transportation

SUBJECT: **Public Hearing – Proposed 2014 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 2014 Program of Federally-Assisted Transit Projects.

The program consists of five projects as described on the attachment. Financial assistance for the five 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, Grants Development Manager

Approved by:

_____
Brian Dranzik, Director
Department of Transportation

NOTICE OF PUBLIC HEARING
FOR A PROPOSED 2014 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 May 7, 2014 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

2014 Apportionment to the Milwaukee Urbanized Area	$19,601,596
2014 Allocation to Washington County	(328,090)
2014 Allocation to Ozaukee County	(540,035)
2014 Allocation to Waukesha County	(500,831)
2014 Allocation to Waukesha Metro	(500,830)
2014 Allocation of Apportionment Available to Milwaukee County	$17,731,810
Unobligated Balance of Milwaukee County Carryover Funds	1,780,931
Total Federal Section 5307 Funds Available to Milwaukee County	$19,512,741

PROPOSED 2014 PROGRAM OF TRANSIT PROJECTS FOR MILWAUKEE COUNTY

	Project Description	Local Share	Federal Share	Total
(1)	Miscellaneous Data Processing and Support Equipment	$210,000	$840,000	$1,050,000
(2)	Replacement Buses	$231,637	$926,548	$1,158,185
(3)	Tire Leasing Services	$98,000	$392,000	$490,000
(4)	Capital Cost of Contracting for Paratransit Services	$462,500	$1,850,000	$2,312,500
(5)	Capitalized Vehicle Maintenance Activities	$2,750,000	$11,000,000	$13,750,000
	TOTALS	**$3,752,137**	**$15,008,548**	**$18,760,685**

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 – Director's Office, 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 2014 Program of Federally-Assisted Transit Projects.

By Supervisor Jursik

A RESOLUTION

Providing policy guidance on the future operation and management of the Milwaukee County Transit/Paratransit System (MCTS)

WHEREAS, Milwaukee County provides public transit services through a management contract with Milwaukee Transport Services, Inc. (MTS), a company that exists primarily to serve the County's transit needs; and

WHEREAS, the Milwaukee County Department of Transportation (McDOT) issued a request for proposals (RFP) in April 2013 for transit management services to operate the Milwaukee County Transit/Paratransit System (MCTS); and

WHEREAS, in July 2013, following a review evaluation and scoring process, McDOT announced its intent to award the contract to MV Transportation Inc.; and

WHEREAS, appeals protesting the RFP award pursuant to Milwaukee County Ordinance Chapter 110 were filed by two other unsuccessful proposers and, after being denied by McDOT, were appealed to a County Board standing committee; and

WHEREAS, the co-chairs of the Committee on Finance, Personnel and Audit, to which the appeals were referred, appointed an Administrative Review Committee of five members to hear the appeals; and

WHEREAS, the Administrative Determination Review Committee held hearings on the appeals and ruled on February 20, 2014, that the RFP procedures used by McDOT were flawed such that the Department's intent to award the contract to MV Transportation, Inc. was arbitrary and unreasonable; no award could be made to any other bidder using the April 2013 RFP; and

WHEREAS, the 2014 Adopted Budget for Org. 5600-DOT-Transit, approved prior to the Administrative Determination Review Committee decision, included the following policy language:

> *The Milwaukee County Comptroller shall form a Workgroup to identify and report on the advantages and challenges of in-sourcing versus outsourcing transit management and operations. The report of the Workgroup shall be submitted for review during the March 2014 committee cycle to the Committees on Transportation, Public Works and Transit and Finance, Personnel and Audit. The report shall examine employee ramifications, unfunded liabilities, taxpayer impacts and other issues identified by the Workgroup. The*

Workgroup shall be chaired by the Comptroller or designee and shall consist of members that the Comptroller chooses, but shall include at a minimum the following individuals or designees:

1. SEWRPC representative
2. MC-DOT Director
3. DAS-Office for Persons with Disabilities Director
4. Transit Services Advisory Committee representative
5. County Board Chairperson designee

Unless the County Board approves a contract for outside management and operation of the transit system by April 1, 2014, the policy of Milwaukee County is to bring management and operation of transit in-house. The Milwaukee County Department of Transportation - Director's Office shall work with other departments as necessary to develop a transition plan which transfers the management and operation of all existing services of the Milwaukee County Transit System to an internal County department or division. The plan shall provide an effective transition that is coordinated with the expiration of the MTS contract without any major interruption in service delivery. Aspects of the model that Milwaukee County uses to manage and operate General Mitchell International Airport (GMIA) may be used to help operate the Transit System.

In effect, the current contract between Milwaukee County and MTS, Inc. is for the management services provided by two individuals. The expense incurred by the system (including operating expenses, capital equipment, wages and benefit liabilities) are funded by governmental taxing authorities and riders. Yet the services provided through the management contract, including entering into emergency contracts, are removed from normal County oversight. In addition, transit services rely on a separate series of internal and external overhead costs such as procurement, risk management, legal, accounting, budget, payroll, accounts payable, treasury, human resources, pension, health, information technology, facilities management and labor relations. Milwaukee County already owns the buses, facilities and other assets of MCTS. Milwaukee County also already effectively serves as the backstop for the MCTS pension system. The direct provision of management and operation of the transit system by an internal department or division will help clear up questions that have arisen related to the chain of command and responsibilities.

; and

WHEREAS, the Comptroller submitted a report to the County Board dated February 25, 2014, in response to the budget directive outlined above, that reported on the advantages and disadvantages of outsourcing or in-sourcing transit operations, while acknowledging the Workgroup had substantial discussion regarding blended models of in-sourcing and outsourcing; and

WHEREAS, the County Executive, in an email to County Board Supervisors dated March 24, 2014, indicated that while he preferred to rebid the transit services contract, he wanted the Board to pass a clear policy direction to pursue outsourcing

rather than in-sourcing and, in addition, approve a revised appeals process prior to issuing a new RFP; and

WHEREAS, the County Executive further indicated that McDOT would be seeking County Board approval of a $250,000 contract with a management consulting firm for “merger and acquisition” services in order to pursue the County’s adopted policy of bringing management and operation of transit in-house if a new contract with a private vendor was not in place by April 1, 2014; and

WHEREAS, the County Executive also reported that the director of McDOT and Corporation Counsel spoke to Federal Transit Administration (FTA) officials who indicated that simply making the top two managers of MTS, Inc. County employees and leaving the remaining employees at MTS, Inc., as currently structured, would likely not satisfy competitive bidding requirements; and

WHEREAS, FTA officials did indicate that it was possible that there may be other alternatives that were not contemplated that would allow the MTS,Inc./County relationship to be restructured that would satisfy competitive bidding requirements; and

WHEREAS, the Committees on Transportation, Public Works and Transit and Finance, Personnel and Audit, in response to the Comptroller’s Workgroup report, directed further review of policy questions to Corporation Counsel regarding employee union bargaining rights; Corporation Counsel recently reported on comparative rights of transit workers as Milwaukee County employees in contrast to outside employee rights; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors directs that the stated 2014 Adopted Budget transit policy directive outlined in this resolution shall be revised as follows:

- The policy of Milwaukee County shall be to bring management of transit in-house and services for operations shall remain outside of Milwaukee County unless further revised by formal action of the Board

; and

BE IT FURTHER RESOLVED that Corporation Counsel working in conjunction with the Office of Comptroller shall submit to the FTA legal changes that would be necessary to develop a “blended” insourcing of transit management but outsourcing of operations that would satisfy the Federal Transit Administration while providing a restructured relationship with MTS, Inc. to achieve the most cost effective, locally run not-for-profit transit system for Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: March 31, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A resolution providing policy guidance on the future operation and management of the Milwaukee County Transit/Paratransit System (MCTS)

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

- ☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. Approval of this resolution would modify Milwaukee County's policy directive for transit services to: "bring management of transit in-house and services for operations shall remain outside of Milwaukee County unless further revised by formal action of the Board." The resolution also directs that Corporation Counsel, working in conjunction with the Office of the Comptroller, to submit to the Federal Transit Administration (FTA) proposed legal changes that would be necessary to develop a "blended" insourcing of transit management but outsourcing of operations that would satisfy the FTA while providing a restructured relationship with MTS, Inc.

B. Approval of this resolution would not require an expenditure of funds, but would require existing staff time to accomplish. It should be noted that to the extent outside legal and/or managerial consultants are needed to assist in achieving the stated policy goal, requests for additional appropriations may be necessary. This decision would be made by the Corporation Counsel.

C. None, unless additional funding is later needed for legal and/or managerial consulting services.

D. None.

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[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 Steve Cady, Research and Policy Director, Office of the Comptroller

Authorized Signature Stephen J. Cady

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: April 14, 2014

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: **AMEND RENTAL CAR AGREEMENTS AT GENERAL MITCHELL INTERNATIONAL AIRPORT (GMIA) TO EXTEND THE AGREEMENT TERM**

POLICY

County Board approval is required to extend concession agreements at General Mitchell International Airport (GMIA).

BACKGROUND

At its April 25, 2013, meeting (File No. 13-293) the Milwaukee County Board authorized Milwaukee County to enter into agreements with six (6) rental car companies to operate rental car concessions at GMIA for a five-year term beginning July 1, 2013, and ending June 30, 2018, under Official Notice No. 6756. The new agreements relocated several of the ready car locations of the individual companies within the ready car area of the parking structure. In order to provide for a more efficient use of garage space, ramps were to be removed and the holes created by ramp removals were to be filled in by the County with the rental car companies reimbursing the County for the costs of these modifications through a $1.00 per rental car contract customer facility charge. County staff anticipated that these garage modifications would be completed by the inception of the agreement term on July1, 2013, and the rental car companies would have completed their moves to the new ready/return spaces contained in the agreement. A fund transfer was approved by the Board on December 20, 2012 (File No. 12-981), for $705,000. However, the bids received for the project exceeded the $705,000 budget, and the Board approved a second fund transfer for the project on October 14, 2013 (File No. 1/13-800), for $325,000. Due to rebidding the construction contract and construction delays, rental car relocations did not occur until February 2014. All of the rental car companies have also incurred costs related to relocating to their new ready/return spaces in the garage that is not included in the County's parking structure rehabilitation project. Because of the delays, the rental car companies are requesting that the agreements be extended in order to afford them additional time to amortize their costs of the garage relocations over a full five year term, the length of the original agreement.

The original commencement date contained in Official Notice No. 6756 was January 1, 2013, and the contract year coincided with the calendar year. The current agreement

language states that the rental car companies were to submit an annual audit within 90 days of the close of each calendar year. However, due to the ready car garage modification project, the agreement commencement date was delayed until July 1, 2013, and the contract year is July 1 through June 30. The agreement language should, therefore, be corrected to require submission of the annual audit within 90 days of the close of each contract year.

Please note also that the Board awarded rental car concession agreements to six companies. Simply Wheelz, LLC, d/b/a Advantage Rent A Car subsequently filed for bankruptcy and the company was sold. The new owners of Simply Wheelz have elected to not retain the concession agreement at Milwaukee. Airport staff will bring an agreement assignment recommendation to the Board for action after the legal issues are resolved.

RECOMMENDATION

Airport staff recommends that term of the following Airport Agreements be extended from July 1, 2018, to June 30, 2019, and require that the annual audit is due within ninety days of the close of each contract year: Airport Agreement No. CN-2265 with Avis Budget Car Rental, LLC, Airport Agreement No. CN-2266 with DTG Operations, Inc., Airport Agreement No. CN-2267 with Enterprise Rent-A-Car Company, Airport Agreement No. 2268 with The Hertz Corporation, and Airport Agreement No. 2269 with Midwest Car Corporation.

FISCAL NOTE

For the additional year six of the agreement, rental car companies would continue to pay the greater of a percentage fee of 10% of gross revenues or a Minimum Annual Guarantee (MAG) payment, which is adjusted annually to a sum of money that is equal to 85% of the prior contract year's fees owed to the County, but not less than the MAG that was bid for the first year of the agreement. The ready car space rent would increase by an additional 2% over the previous year's rental payments. All revenues have been budgeted in accordance with the agreements. There is no tax levy impact.

Prepared by: Kathy Nelson, Airport Properties Manager

Approved by:

Brian Dranzik, Director,	Terry Blue,
Department of Transportation	Interim Airport Director

File No.
Journal

(Item) From the Director, Department of Transportation, requesting that Milwaukee County amend the agreements with the rental car companies at General Mitchell International Airport (GMIA) to extend the agreement for one additional year, commencing July 1, 2018, by recommending adoption of the following:

RESOLUTION

WHEREAS, on April 25, 2013 (File No. 13-293) the Milwaukee County Board authorized Milwaukee County to enter into agreements with six (6) rental car companies for the operation of a rental car concession at GMIA for a five year term, beginning July 1, 2013 and ending June 30, 2018; and

WHEREAS, the new agreements relocated several of the ready car locations of the individual companies within the ready car area of the parking structure; and

WHEREAS, in order to provide for a more efficient use of garage space, the County was to remove ramps and fill in the holes creased by ramp removal with the rental car companies reimbursing the County for the costs of these modifications through a $1.00 per rental car contract customer facility charge; and

WHEREAS, construction delays prevented the garage modifications from being completed by the inception of the agreement term on July 1, 2013; and

WHEREAS, the rental car companies have also incurred costs related to relocating to their new ready car areas that are not included in the County's costs; and

WHEREAS, because of the delays, the rental car companies are requesting that the agreements be extended in order to give them a full five years to amortize their costs; and

WHEREAS, the original commencement date of the agreement was January 1, and the current agreement language states that the rental car companies are to submit an annual audit within 90 days of the close of each calendar year; and

WHEREAS, due to the change in the commencement date, the annual audit submitted within 90 days of the close of each contract year; and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting on May 7, 2014, recommended approval (vote) that the rental car agreements be amended to extend the agreements for one additional year, commencing on July 1, 2018 and ending on June 30, 2019, and amend the annual audit due date, now, therefore,

BE IT RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized to amend the following Airport Agreements to extend the term for one additional year, commencing July 1, 2018 through June 30, 2019, and require that the annual audit is due date within ninety days of the close of each contract year: Airport Agreement No. CN-2265 with Avis Budget Car Rental, LLC, Airport Agreement No. CN-2266 with DTG Operations, Inc., Airport Agreement No. CN-2267 with Enterprise Rent-A-Car Company, Airport Agreement No. CN-2268 with The Hertz Corporation, and Airport Agreement No. CN-2269 with Midwest Car Corporation.

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/14/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: AMEND RENTAL CAR AGREEMENTS AT GENERAL MITCHELL INTERNATIONAL AIRPORT (GMIA) TO EXTEND THE AGREEMENT TERM

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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.

For the additional year six of the agreement, rental car companies would continue to pay the greater of a percentage fee of 10% of gross revenues or a Minimum Annual Guarantee (MAG) payment, which is adjusted annually to a sum of money that is equal to 85% of the prior contract year's fees owed to the County, but not less than the MAG that was bid for the first year of the agreement. The ready car space rent would increase by an additional 2% over the previous year's rental payments.There is no fiscal effect because the percentage payment has exceeded the Minimum Annual Guarantee payment for each contract year. SSP America's investment in facilities has exceeded the original investment amount with the facilities already built. All revenues have been budgeted in accordance with the agreements. There is no tax levy impact.

Department/Prepared By Kathy Nelson, 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: April 14, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Brian Dranzik, Director of Transportation and Public Works

SUBJECT: **PROFESSIONAL SERVICES CONTRACT BETWEEN GENERAL MITCHELL INTERNATIONAL AIRPORT AND LANDRY TO DEVELOP A SAFETY MANAGEMENT SYSTEM**

POLICY

Professional Services Contracts in excess of $100,000 require County Board approval to be executed.

BACKGROUND

The Federal Aviation Administration (FAA) is currently in the process of finalizing a rule which is expected to be published sometime in 2014 that will require certificated commercial service airports like General Mitchell International Airport (GMIA) to adopt a Safety Management System (SMS). The FAA is following in the footsteps of the International Civil Aviation Organization (ICAO), a specialized agency of the United Nations, which required airport operators in member states to adopt SMS programs by 2009. SMS is defined as a top down systematic, formal approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures. The FAA expects that SMS will help airports develop an explicit, pro-active, and engaged process for identifying and quantifying potential hazards and risks and for managing them in a systematically coherent, logical, and reasonable way. In other words, SMS is designed to augment the numerous safety programs and procedures that airports like GMIA already have in place. In recent years the FAA has already introduced the SMS requirement to the airlines and the internal FAA divisions.

Recognizing that the SMS regulatory requirement was looming and that professional consulting services were likely to be needed in order to accomplish the expected scope of the SMS task, General Mitchell International Airport proactively issued a Request for Proposal (RFP) – official notice 6883 – on October 25, 2013 for Planning and Related Services for "Implementation of a Safety Management System (SMS) at General Mitchell International Airport Milwaukee, Wisconsin". GMIA budgeted accordingly for professional services to develop an SMS program in the Adopted 2014 Budget with plans to budget additional monies as needed in the 2015 Budget.

The Request for Proposals resulted in responses from four nationally recognized firms and their respective teams, each with significant experience in developing SMS programs at commercial service airports as part of the FAA's SMS pilot program. A selection committee rated these four RFPs and shortlisted two firms that were required to present their proposal to the review team. Of the remaining two firms, the Landry team received the highest rating.

Landry's DBE participation is 57%. Landry, a certified DBE, accounts for 50% and Abernathy Consulting, a local certified DBE, accounts for the balance. Landry estimates the project will take just under two years to complete after notice to proceed is given. Landry's Not to Exceed (NTE) price for their level of effort is $405,452, which is very much in line with what all four proposers quoted on this project.

RECOMMENDATION

Authorize the Department of Transportation – Airport Division to execute a contract with Landry in an amount not to exceed $405,452 for a term of 19 months: June 1, 2014 to December 31, 2015, to develop a Safety Management System.

FISCAL NOTE

There is no tax levy impact. The Airport has budgeted sufficient funds in the Adopted 2014 Budget and will budget for additional monies as appropriate in the 2015 Budget.

Prepared by: Terry Blue, Interim Airport Director

Brian Dranzik, Director Transportation and Public Works	Terry Blue, Interim Airport Director

File No.
Journal

(Item) From the Director, Department of Transportation, and the Airport Director, requesting approval of a Professional Services Contract between General Mitchell International Airport and Landry by recommending adoption of the following:

RESOLUTION

WHEREAS, the Federal Aviation Administration (FAA) is currently in the process of finalizing a rule that will require certificated commercial service airports like General Mitchell International Airport (GMIA) to adopt a Safety Management System (SMS) ; and

WHEREAS, SMS is defined as a top down systematic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures; and

WHEREAS, the FAA expects that SMS will help airports develop an explicit, pro-active, and engaged process for identifying and quantifying potential hazards and risks and for managing them in a systematically coherent, logical, and reasonable way; and

WHEREAS, GMIA budgeted accordingly for professional services in the Adopted 2014 Budget with plans to budget additional monies as needed in the 2015 Budget; and

WHEREAS, recognizing that the SMS regulatory requirement was looming and that professional consulting services were likely to be needed in order to accomplish the expected scope of the SMS task, General Mitchell International Airport issued a Request for Proposal (RFP) on October 25, 2013 for Planning and Related Services for “Implementation of a Safety Management System (SMS) at General Mitchell International Airport Milwaukee, Wisconsin”; and

WHEREAS, The Request for Proposals resulted in responses from four nationally recognized firms, each with significant experience in developing SMS programs at commercial service airports as part of the FAA’s SMS pilot program;

WHEREAS, A selection committee rated these four RFPs and the Landry team received the highest rating; now, therefore,

BE IT RESOLVED, that the Airport Director is authorized to execute a professional services contract between General Mitchell International Airport and Landry, in an amount not to exceed $405,452 for a term of 19 months (June1, 2014, to December 31, 2015) to develop a Safety Management System.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/14/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: PROFESSIONAL SERVICES CONTRACT BETWEEN GENERAL MITCHELL INTERNATIONAL AIRPORT AND LANDRY TO DEVELOP A SAFETY MANAGEMENT SYSTEM

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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	150,000	255,452
	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.

A.The Airport Division is requesting authority to enter into a professional services contract with Landry for consulting services to implement a Safety Management System (SMS). The consulting contract would position GMIA to comply with FAA regulatory requirements for adoption of a SMS.

B. The contract will not exceed $405,452 over two years, with an expenditure total of $150,000 in 2014 and the remaining $255,452 in 2015.

C. There is no tax levy impact. The Airport Division included a sufficient budget appropriation in the professional services account for 2014 and will include the balance in the 2015 budget request.

D. The cost estimates are based on the RFP response from Landry.

Department/Prepared By Karen Freiberg, Airport Accounting 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: April 14, 2014

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: **AGREEMENT FOR MUTUAL ASSISTANCE BETWEEN MILWAUKEE COUNTY AND OTHER MUNICIPALITIES**

POLICY

County Board approval is required for mutual aid agreements entered into between Milwaukee County and other municipalities.

BACKGROUND

Section 66.0301(2) of the Wisconsin Statutes authorizes municipalities mutual aid agreements for the receipt and furnishing of fire, protection, and emergency medical services. Further, Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction. Section 66.0301 of the Wisconsin Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their powers on a basis of mutual cooperation. Municipalities are geographically vulnerable to a variety of natural and technological disasters. In recognition of these vulnerabilities, a Mutual Assistance Agreement has been proposed by the Milwaukee County Association of Fire Chiefs for the intended purposes of the following:

1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property;
2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

The parties to this agreement[1] and the State of Wisconsin have recognized the importance of coordination and cooperation between local governments and pursuant to Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt of furnishing of services or the joint exercise of any power of duty required or authorized by law. The entities choosing to become signatories to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

[1] The following municipalities are considering participation in this Agreement: Cudahy, Hales Corners, Franklin, Greendale, Greenfield, Milwaukee, North Shore, Oak Creek, South Milwaukee, St. Francis, Wauwatosa, West Allis, and the 128th Air National Guard Fire Department.

RECOMMENDATION

Airport staff recommends that pursuant to Section 66.0301(2) and 66.03125 of the Wisconsin State Statutes, that Milwaukee County enter into Mutual Assistance Agreements with local municipalities in its desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters.

FISCAL NOTE

There is no fiscal effect, these are mutual assistance agreements with surrounding municipalities. There is no monetary commitment.

Prepared by: Timothy Karaskiewicz

Approved by:

Brian Dranzik, Director, Department of Transportation	Terry Blue Interim Airport Director

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File No.
Journal

(Item) From the Department of Transportation Director and the County Clerk requesting approval for Milwaukee County to enter into a Mutual Assistance Agreement with other municipalities by recommending adoption of the following:

RESOLUTION

WHEREAS, Section 66.0301(2) of the Wisconsin Statutes authorizes municipalities mutual aid agreements for the receipt and furnishing of fire, protection, and emergency medical services; and

WHEREAS, Section 66.03125 of the Wisconsin Statutes authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their powers on a basis of mutual cooperation; and

WHEREAS, municipalities are geographically vulnerable to a variety of natural and technological disasters; and

WHEREAS, in recognition of these vulnerabilities, a Mutual Assistance Agreement has been proposed for the intended purposes of the following:

1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property
2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons
3) Provide for the rapid and orderly rehabilitation of persons and restoration of property
4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, the parties to this agreement[1] and the State of Wisconsin have recognized the importance of coordination and cooperation between local governments and pursuant to Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt of furnishing of services or the joint exercise of any power of duty required or authorized by law; and

[1] The following municipalities are considering participation in this agreement: Cudahy, Hales Corners, Franklin, Greendale, Greenfield, Milwaukee, North Shore, Oak Creek, South Milwaukee, St. Francis, Wauwatosa, West Allis, and the 128th Air National Guard Fire Department.

WHEREAS, the entities choosing to become signatories to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; now, therefore,

BE IT RESOLVED, that the Department of Transportation Director and the County Clerk hereby authorize Milwaukee County, pursuant to Section 66.0301(2) and 66.03125 of the Wisconsin State Statutes, to enter into a Mutual Assistance Agreement with other municipalities in its desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/8/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: AGREEMENT FOR MUTUAL ASSISTANCE BETWEEN MILWAUKEE COUNTY AND OTHER MUNICIPALITIES

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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		
	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.

There is no fiscal effect, these are mutual assistance agreements with surrounding municipalities. There is no monetary commitment.

Department/Prepared By Timothy Karaskiewicz

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: April 11, 2014

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: **GMIA SOLAR ENERGY STUDY**

POLICY

Informational Report

BACKGROUND

Per resolution File No. 14-91, which directed GMIA staff to investigate the feasibility of a "solar farm" on Airport property, the following steps have been taken:

Airport staff and DAS - Facilities Management staff have completed and will advertise in May 2014 a "Request for Statement of Qualifications" (RFQ) to provide planning, technical and economic feasibility and related services to the Airport in connection with the potential development of a large-scale photovoltaic (1 MW or larger) installation on Airport property. Due to the unique regulatory constraints of the Airport environment, experience providing professional services to Airports is considered mandatory.

Once the Airport receives responses to the RFQ, staff shall review all responding firms' qualifications, short list the most responsive firms and subsequently issue a "Request for Proposals" (RFP) for a detailed study of a large-scale photovoltaic facility. Issues required to be addressed include overall economic and legal feasibility, land use concerns due to safety requirements, reflectivity concerns and preliminary environmental screening. Results of this study, which are anticipated in the fall of 2014, shall determine the decision to proceed further on this development.

Prepared by: Greg G. Failey, Airport Environmental Manager

Approved by:

Brian Dranzik, Director, Department of Transportation	Terry Blue Interim Airport Director

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: April 21, 2014

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

FROM: Gordie Bennett, Sustainability Director, DAS-Facilities Management

SUBJECT: **Requested Follow-Up to File No. 14-91, A Resolution to Increase the Adoption of Solar Energy by Milwaukee County Government (INFORMATIONAL)**

BACKGROUND

As requested by the Milwaukee County Board in File No. 14-91, the Office of Sustainability has prepared this preliminary analysis of solar energy opportunities at County-owned properties other than General Mitchell International Airport.

UNDERLYING ASSUMPTIONS & REQUIREMENTS

The following is the basic framework used by the Office of Sustainability to determine potential solar energy opportunities at County-owned properties other than General Mitchell International Airport:

1. In practice, solar energy systems are usually implemented on rooftops, parking lots/structures, or undeveloped land.

2. Parking lots/structures were excluded from this analysis because corresponding GIS data was unavailable.

3. Additionally, the analysis excluded undeveloped land managed by General Mitchell International Airport (GMIA) or the Department of Parks, Recreation & Culture (DPRC) because:
   a) Per File No. 14-91, GMIA is required to study solar energy opportunities for its properties.
   b) It may not be desirable to install large solar energy systems on undeveloped land being used for parks, recreation, and leisure.

4. To accommodate solar energy systems, rooftops and undeveloped land should be relatively flat, clear of trees, equipment, buildings, and other potential sources of shading, and have ample southern exposure.

5. In addition, rooftops should be in good working condition and structurally

sound, and typically no more than seven years old.

6. Moreover, undeveloped land should be free from significant erosion and environmental contamination.

7. In general, the cost per installed kilowatt of solar energy is significantly lower for one-Megawatt (MW) or larger systems. Thus, only County-owned properties capable of accommodating such systems were considered.

8. A one-MW solar energy system requires approximately five acres of cleared land or 150,000 square feet of open rooftop space.

RESULTS OF PRELIMINARY ANALYSIS

1. The following County-owned land parcels are at least five acres in size and are not being used by DPRC or the Airport Division. However, it appears **none of these parcels are suitable for hosting solar energy systems** due to topography, tree cover, and/or land use – see notes for each parcel.

Parcel	Taxkey	Address	Area (acres)	Notes
1	7448985001	8230 W Rawson Ave, Franklin	7	Part of The Rock Sports Complex future development
2	7448985002	8230 W Rawson Ave, Franklin	11	Part of The Rock Sports Complex future development
3	8500003000	8885 S 68th St, Franklin	126	Hunger Task Force Farm & Fish Hatchery / Root River Parkway
4	8519995004	S 76th St, Franklin	39	Hunger Task Force Farm & Fish Hatchery / Root River Parkway
5	8519995007	W Puetz Rd and S 68th St, Franklin	18	Hunger Task Force Farm & Fish Hatchery / Root River Parkway
6	8659978003	9050 S Annette Pl, Oak Creek	12	Hilly and largely forested; eastern part is near railroad; residential area to west
7	8699993000	3810 E American Ave, Oak Creek	10	Largely forested; eastern part is near railroad; residential area to west
8	8839999002	9000 S 68th St, Franklin	51	Hunger Task Force Farm & Fish Hatchery / Root River Parkway
9	8849994000	S 68th St and Ryan Rd, Franklin	75	Hunger Task Force Farm & Fish Hatchery / Root River Parkway
10	9699016000	3340 E Co. Line Rd, Oak Creek	7	Largely forested and near stream

2. The following County-owned facilities have rooftops that are at least 150,000 square feet, appear to be relatively flat and clear of equipment, and have southern exposure. These rooftops may be able to accommodate one-MW or larger solar energy systems.

Facility	Address	Rooftop Area (square feet)
CATC Complex	9501 Watertown Plank Rd, Wauwatosa	162,957
Fleet Maintenance	10320 Watertown Plank Rd, Wauwatosa	225,959
House of Correction*	8885 S 68th St, Franklin	238,276
MCTS Hillside Complex	1942 N 17th St and 1525 W Vine St, Milwaukee	179,069

* Includes rooftop areas for the following buildings: 1) Admin 600 and 400 Bed Dormitory Addition; and 2) Dormitory Bldg Boiler House and Stack.

3. In addition, a number of smaller MCTS rooftops may be suitable for hosting large (but likely less than one MW) solar energy systems:
   - Fiebrantz Complex, 1900 W Fiebrantz Ave, Milwaukee (77,430 sf)
   - Fond du Lac Station, 3203 W Fond du Lac, Milwaukee (107,143 sf)
   - Kinnickinnic Complex, 1710 S Kinnickinnic Ave, Milwaukee (117,598 sf)

4. Any additional evaluation(s) of solar energy opportunities at County-owned properties should include:
   - Structural analysis by licensed professional engineer(s)
   - Professional solar energy site assessment(s)
   - Consideration of applicable local, state, and federal regulations
   - Identification of solar energy incentives and financing mechanisms

5. Additional evaluation(s) could cost anywhere from several thousands of dollars to tens of thousands of dollars per site evaluated.

Prepared by: Gordie Bennett, Sustainability Director

Approved by:

Julie A. Esch

Julie A. Esch, DAS – Director of Operations

Cc: Kelly Bablitch, Chief of Staff, County Board
Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Fiscal and Budget Administrator, DAS

Community Business Development Partners

MILWAUKEE COUNTY

RICK NORRIS, PE • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: April 9, 2014

TO: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Rick Norris, PE, Director, Community Business Development Partners

SUBJECT: DBE WAIVER REPORT FOR MARCH OF 2014

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 assignment of 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 Parts 23 and 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 Executive and the full County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action designed to ensure the same level of commitment and consistency in approach to the facilitation of small business involvement when and where appropriate has been enacted in Chapter 42 of the Milwaukee County Code of General Ordinances.

Milwaukee County 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 over 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. Milwaukee County has the responsibility of verifying and maintaining the certification status of 352 of the 848 currently certified firms throughout the State, while processing all new applications for DBE certification.

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before rendering a 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 March of 2014. This report does not include contracts awarded by the Procurement Division of the Department of Administrative Services processes under Chapter 32. 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.

Total Contracted Dollars for Period	**$ 16,481,225.30**
Total Contracted Dollars w/o DBE Participation	**$ 3,425,008.92**
Percentage of Contracts w/o DBE Participation	**20.8%**
Total Contracted Dollars w/ Waiver Approval	**$ 3,415,883.92**
Percentage of Contracts w/ Waiver Approval	**20.7%**
Total Contracted Dollars w/o Waiver Approval	**$ 0.00**
Percentage of Contracts w/o Waiver Approval	**0.0%**

It is also important to note that the Milwaukee County Code of General Ordinances exempts various contracts from DBE participation consideration review for services such as those used for the purpose of securing credit rating services related to debt issuance and administration. These exemptions appear as Chapter 56.30(2)(a), and 56.30(10)(a).

Total Contracted Dollars for Period	**$ 16,481,225.30**
Total Exempted Contract Dollars	**$ 9,125.00**
Percentage of Exempted Contracts for Period	**0.1%**

RECOMMENDATION

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

Approved by:

Rick Norris

Rick Norris, PE
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP)
DBE Waiver Report March 2014

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
		Approved Waivers [1]		
Child Support Services	DNA Diagnostic Center	Genetic tests to establish paternity	300,000.00	Specialized Service
Dept. of Administration	CBRE, Inc.	To address the use and/or alternatives for the Coggs bldg & City Campus	200,000.00	Specialized Service
Dept. of Administration	Tuszynski Consulting Services	To develop policies and guidelines	90,000.00	Specialized Service
District Attorney	William A. Merrick, Ph.D-Charles C. Hill	To conduct an evaluation on Charles C. Hill	3,800.00	Specialized Service
Dept. on Aging	Prospect Congregate Housing, Inc.	Nutrition supervision service	$20,000.00	Specialized Service
DOT-GMIA	ACL Services	Laboratory testing for GMIA employees	$28,528.92	Specialized Service
DOT-GMIA	Institute for Human Factors	To conduct a class on "Overcoming your fear of Flying" class	$4,072.00	Specialized Service
DOT-GMIA	U.S. Dept. of Agriculture Animal & Plant Health	To conduct operational control activities to reduce wildlife hazard to aircraft	$149,339.00	Specialized Service
DHHS-BHD	Dr. Robert G. Clark	To provide psychiatric services to BHD clients	$265,000.00	Specialized Service
DHHS-BHD	City of Milwaukee-Police Dept.	Milwaukee police to guard clients at BHD	$187,500.00	Specialized Service
DHHS-BHD	University of Wisconsin-Madison	Program evaluation of the federal SAMSHA grant MI-WISH program to treat homeless clients	$292,640.00	Specialized Service
DHHS-BHD	Families United of Milwaukee	To support and advocate for families enrolled in Wraparound Milwaukee	$525,000.00	Specialized Service
DHHS-BHD	Wisconsin Council on Children & Families	Program evaluations, information technology/management information services, clinical support & training	$643,436.00	Specialized Service
DHHS-BHD	United Dynacare, LLC	Clinical laboratory services at the MCBHD complex/Original contract had 17% DBE participation	$200,000.00	Specialized Service
DHHS-BHD	Hochstatter, McCarthy, Rivas & Runde	To provide legal assistance BHD re: compliance with immigration laws	$145,000.00	Specialized Service
Parks	ACL Laboratories	Drug and alcohol testing for CDL holders	$2,500.00	Specialized Service
Parks	Board of Regents of the University of WI	Nature in the Parks	$265,000.00	Specialized Service
Parks	The Alliance for the Great Lakes	To work with Park's natural areas staff to document its findings	$5,000.00	Specialized Service
Corporation Counsel	Hinshaw & Culbertson	Emergency contract for legal services to represent BHD & its professional staff re: health care liability	$15,000.00	Specialized Service
Procurement	Periscope Holdings, Inc.	Review of procurement policy and procedures and development of best practices	$42,000.00	Specialized Service
Human Resources	M.R.A. Institute of Management	Completed a compensation study of select department of Human Resources jobs	$600.00	Specialized Service
DOT - Airports	Giles Engineering	LTJ - Runway Resurfacing - Phase 2	3,400.00	Annual Consultant Utilization
DOT - Airports	Giles Engineering	GMIA - Cessna Service Center Apron Reconstruction - Materials Testing	23,208.00	Annual Consultant Utilization
DOT - Airports	James G Otto	GMIA - Solar Feasibility Study on Concourse C	4,860.00	Annual Consultant Utilization
		Contracts Issued Without Review [2]		
		None		
		Exempted Contracts [3]		
Comptroller	U.S. Bank	US Bank administration fees for the 2013A&B Airport Revenue Bonds	1,125.00	
Milwaukee County Treasurer	Public Funds Consulting, LLC	Investment Advisory Services	8,000.00	
		Total Contract $ Amount for Period [4]	**$16,481,225.30**	
		Total Contract $ Amount w/o DBE Participation for Period	**3,425,008.92**	
		Percentage w/o DBE Participation	**20.8%**	
		Total Approved Waiver $ Amount	**$3,415,883.92**	
		Percentage Waived	**20.7%**	
		Total Unapproved Waiver $ Amount	**$0.00**	
		Percentage w/o Waiver Approval	**0.0%**	
		Total Exempted $ Amount	**$9,125.00**	
		Percentage Exempted	**0.1%**	

[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] These contracts are exempted from Disadvantaged Business Enterprise participation review within the guidelines of Code of General Ordinance Chapter 56.30(2)(a) such as those used for the purpose of securing credit rating services related to debt issuance and administration

[4] Total does not include Procurement Division Figures

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: April 7, 2014

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Authorization to Accept Congestion Mitigation and Air Quality (CMAQ) Grant Funds

POLICY

Chapter 56 of the Milwaukee County Administrative Code requires authorization from the County Board to accept state or federal discretionary grant awards.

BACKGROUND

On April 15, 2013, the Wisconsin Department of Transportation (WisDOT) began accepting applications for Federal Highway Administration (FHWA) Congestion Mitigation Air Quality (CMAQ) grant projects to take place during the 2015 – 2018[1] State Fiscal Year (SFY) period. CMAQ applications were due on June 14, 2013.

The Milwaukee County Department of Transportation (MCDOT) solicited candidate projects from County departments and submitted applications for $78.3 million in federal CMAQ funds for Transit, Highway, and Parks projects over the 2015 – 2018 SFY period.

Milwaukee County has been notified that of the $38.9 million of federal CMAQ funds being awarded over the 2015-2018 SFY period, it will receive approximately $23.4 million. The attached spreadsheet details the projects that were approved as submitted, approved but at an amount less than the submitted request, and projects that were not approved.

CMAQ projects require a 20 percent local matching funds contribution. Total approved project costs of $29,351,437 would be funded by $23,481,150 in federal funding and $5,870,287 in required Milwaukee County matching funds.
The $23,481,150 in federal funds includes $22,601,150 for Transit and $880,000 for Highway.

[1] The CMAQ program cycle applications due on June 14, 2013 covered State Fiscal Years (SFY) 2014 – 2018. However, SFY 2014 was already fully programmed with existing projects and therefore 2015 was the first year in which funding was available for project submissions.

The Department of Transportation is recommends that Milwaukee County accept the federal CMAQ funds for approved projects at this time. Subsequently, as the start dates for each of the approved projects are refined in coordination with WisDOT, the MCDOT would identify the individual project and funding, including the required County matching contribution for each project, as part of the annual budget process over the grant period.

RECOMMENDATION

The Director, Department of Transportation, is recommending that authority be granted to accept $23,481,150 in Congestion Mitigation Air Quality (CMAQ) funds covering the grant award period of State Fiscal Years 2015 – 2018.

FISCAL NOTE

The Congestion Mitigation Air Quality (CMAQ) grant program requires a local match of 20 percent for projects included in both the operating and capital improvement budgets.

Total approved project cost of $29,351,437 would be funded by $23,481,150 in federal CMAQ revenue and $5,870,287 in required Milwaukee County matching funds.
The cost for each individual approved project, including the offsetting federal revenue and required Milwaukee County matching funds contribution, would be included for County Board approval in the appropriate annual County budgets over the grant period.

Prepared by: James H. Martin, Director of Administration - MCDOT

Approved by:

_____
Brian Dranzik, Director
Department of Transportation

Cc: Chris Abele, Milwaukee County Executive
Amber Moreen, Chief of Staff, Milwaukee County Executive Chris Abele
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Budget Director, Department of Administrative Services – PSB
Pamela Bryant, Capital Finance Mgr., Office of the Comptroller
Justin Rodriguez, Budget and Management Coord., Office of the Comptroller
Anthony Geiger, Fiscal Analyst, Department of Administrative Services - PSB

CMAQ PROJECTS - SFY 2014 to 2018 Program Cycle

APPROVED PROJECTS

Category	Project Title	Project Description	Federal Funds Requested	Federal Funds Awarded	Shortfall between Federal Funds Requested and Federal Funds Awarded	County Match for Project Amounts Approved	Total Approved Project Cost
Transit Operating	Route 27X	New Limited Stop Express Route 27 Bus Service.	$ 8,080,607	$ 8,080,607	$ -	$ 2,020,152	$ 10,100,759
Transit Operating	Route 10X and 30X	New Limited Stop Express Route 10 and 30 Bus Service.	$ 18,161,085	$ 9,080,543	$ (9,080,542)	$ 2,270,135	$ 11,350,678
		TRANSIT OPERATING SUBTOTAL	$ 26,241,692	$ 17,161,150	$ (9,080,542)	$ 4,290,287	$ 21,451,437
Transit Capital	Clean Diesel Bus Replacement	Request to Replace 121 Transit Buses. Amount Awarded will Replace 19 Transit Buses.	$ 41,140,000	$ 5,440,000	$ (35,700,000)	$ 1,360,000	$ 6,800,000
		TRANSIT CAPITAL SUBTOTAL	$ 41,140,000	$ 5,440,000	$ (35,700,000)	$ 1,360,000	$ 6,800,000
Highway Capital	W. Good Hope Rd. (CTH PP)	N. 99th to N. Port Washington Rd - 6 miles. Purchase and install an adaptive traffic signal system to better serve vehicular traffic during times when traffic volumes fluctuate. The proposed project includes work in the communities of Brown Deer, Glendale, River Hills and Milwaukee.	$ 460,800	$ 460,800	$ -	$ 115,200	$ 576,000
Highway Capital	S. 76th St. (CTH U) and W. Layton Ave (CTH Y)	S. 76th St. from W. Parkview Rd. to W. Forest Home Ave. (STH 24) and W. Layton Ave. from S. 92nd St. to 76th St. (CTH U) - 2.8 Miles. Purchase and install an adaptive traffic signal systems to better serve vehicular traffic during times when traffic volumes fluctuate. The two corridors provide access to the Southridge Mall Area from I-894 and include work in the communities of Greendale and Greenfield.	$ 419,200	$ 419,200	$ -	$ 104,800	$ 524,000
		HIGHWAY CAPITAL SUBTOTAL	$ 880,000	$ 880,000	$ -	$ 220,000	$ 1,100,000
		TOTAL	**$ 68,261,692**	**$ 23,481,150**	**$ (44,780,542)**	**$ 5,870,287**	**$ 29,351,437**

PROJECTS NOT RECOMMENDED FOR APPROVAL

			Federal Funds Requested	Federal Funds Awarded	Shortfall between Federal Funds Requested and Federal Funds Awarded
Transit Operating	Blue Line Express Route	Continuation of Funding for the Metro Express Blue Line Transit Route along Fond Du Lac and National	$ 2,912,000	$ -	$ (2,912,000)
Transit Operating	Red Line Express Route	Continuation of Funding for the Metro Express Red Line along Capitol	$ 2,024,000	$ -	$ (2,024,000)
Transit Operating	Green Line Express Route	Continuation of Funding for the Metro Express Green Line Bayshore to Airport	$ 3,676,000	$ -	$ (3,676,000)
		TRANSIT OPERATING SUBTOTAL	$ 8,612,000	$ -	$ (8,612,000)
Highway Capital	W. Beloit Rd. (CTH T)	Adding turn lanes to the existing itnersection of W. Beloit Rd and S. 112th St./W. Howard Ave.	$ 303,200	$ -	$ (303,200)
Highway Capital	W. Rawson Ave (CTH BB)	Adding turn lanes to existing intersection of W. Rason Ave and Forest Home Ave.	$ 372,000	$ -	$ (372,000)
		HIGHWAY CAPITAL SUBTOTAL	$ 675,200	$ -	$ (675,200)
Parks Capital	Bicycle and Pedestrian Connectivity	Path to connect the Oak Leaf Bike Trail along the Root River Parkway with The Rock athletic complex.	$ 839,680	$ -	$ (839,680)
		PARKS CAPITAL SUBTOTAL	$ 839,680	$ -	$ (839,680)
		TOTAL	**$ 10,126,880**	**$ -**	**$ (10,126,880)**

(Item) From the Director, Department of Transportation requesting Authorization to Accept Award by the Wisconsin Department of Transportation (WisDOT) of Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds for approved Milwaukee County projects for the 2015 – 2018 State Fiscal Year grant period.

A RESOLUTION

WHEREAS, on April 15, 2013 the Wisconsin Department of Transportation (WisDOT) began accepting applications for Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) grant projects to take place during the 2015 – 2018 State Fiscal Year (SFY) period and applications were due on June 14, 2013; and

WHEREAS, the Milwaukee County Department of Transportation (MCDOT) solicited candidate projects from County departments and submitted applications for $78.3 million in federal CMAQ funds for Transit, Highway, and Parks projects over the 2015 – 2018 SFY grant period; and

WHEREAS, Milwaukee County has been notified that of the $38.9 million of federal CMAQ funds being awarded over the 2015 – 2018 SFY period that it will receive approximately $23.4 million in federal CMAQ funds including $22.6 million for Transit and $0.8 million for Highway; and

WHEREAS, total cost of the WisDOT approved CMAQ projects total $29,351,437 which is offset by federal revenue of $23,481,150 and a required 20 percent Milwaukee County matching funds contribution of $5,870,287 ; now, therefore,

BE IT RESOLVED, that the Director of the Milwaukee County Department of Transportation (MCDOT) is authorized to accept $23,481,150 in federal Congestion Mitigation Air Quality (CMAQ) funds for WisDOT approved projects covering the 2015 – 2018 State Fiscal Year grant award period and to commit over the grant award period the required Milwaukee County matching funds contribution of $5,870,287, subject to appropriation by the County Board of Supervisors, to cover the total approved projects cost of $29,351,437; and

BE IT FURTHER RESOLVED that as the start dates for each of the WisDOT approved CMAQ projects are refined in coordination with WisDOT, the MCDOT will identify the individual project and funding, including the required County matching contribution for each project as part of the annual County budget process over the grant period.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 4/10/14

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization to Accept Award by the Wisconsin Department of Transportation (WisDOT) of Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds for approved Milwaukee County projects for the 2015 – 2018 State Fiscal Year grant period.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☒ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☒ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☒ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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	See explanation
	Revenue	$0	See explanation
	Net Cost	$0	See explanation
Capital Improvement Budget	Expenditure	$0	See explanation
	Revenue	$0	See explanation
	Net Cost	$0	See explanation

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 accept award by the Wisconsin Department of Transportation (WisDOT) of Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) funds for approved Milwaukee County projects for the 2015 – 2018 State Fiscal Year grant period.

   This authorization would allow the Milwaukee County Department of Transportation (MCDOT) to proceed with CMAQ projects as approved by WisDOT. This authorization also commits Milwaukee County to provide the 20 percent Milwaukee County matching funds requirement as each project is undertaken, which is consistent with the matching requirement for past CMAQ projects.

B. The overall direct cost for CMAQ projects approved by WisDOT in both Milwaukee County Transit and Highway total $29,351,437 over the 2015 – 2018 State Fiscal Year grant period. The total cost for these projects of $29,351,437 will be offset by $23,481,150 in federal CMAQ revenue and $5,870,287 of a required Milwaukee County matching funds contribution.

C. There is no 2014 budgetary impact from acceptance of the federal CMAQ funds. The CMAQ projects approved by WisDOT cover the 2015 – 2018 State Fiscal Year grant period. Milwaukee County DOT will work in coordination with WisDOT to refine the exact start dates of these projects and will then include them in the appropriate annual County budgets for approval by the County Board over the life of the grant period.

D. It is understood that by accepting the federal CMAQ funds for the WisDOT approved projects that Milwaukee County agrees to provide the necessary 20 percent matching funds

[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.

contribution as each project is undertaken through the 2015 – 2018 State Fiscal Year grant period.

The 20 percent County matching funds contribution is consistent with the matching funds requirement for past CMAQ projects and will be included in the County's operating and capital budget for each project in the year it is expected to be undertaken.

Department/Prepared By James H. Martin – Director of Administration - MCDOT

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

14-338 10

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: April 2, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Contract for Consulting Services related to Management Options for the Milwaukee County Transit System

It is requested the attached contract be referred to the Committee on Finance, Personnel, and Audit. Pursuant to 59.52(31)(b)(1), Wisconsin Statutes, the County Executive has approved this contract, authorizing a sum not to exceed $250,000 and the contract will take effect unless the Committee takes action to reject or affirm the contract with 14 days (but see below regarding fund transfer).

The contract is for a consultant to examine and provide a recommendation on transit management options that may be available to Milwaukee County based upon both the policy direction established by the Milwaukee County Board of Supervisors in the 2014 Adopted Budget and more recent discussions in the standing policy committees given the outcome of the previous RFP process which concluded on February 20, 2014 without a contract award to a vendor.

The transit management options that may be available could include:

- Third Party Contract Provider (current Model): Re-RFP to competitively award a contract to a third party provider for transit management services
- Transit is In-sourced and Directly Provided by Milwaukee County: In-sourcing where current contract provider employees become Milwaukee County employees
- Hybrid/Alternate Model: Examination of alternative transit management structures that may be available and feasible.

The Milwaukee County Department of Transportation (MCDOT) has selected Huron Consulting Group (located in Chicago) as a sole source contractor to perform this scope of work. A sole source contract is recommended based upon the limited number of firms that can provide the specialized expertise required and the timing by which all activities need to be completed (deadline of January 1, 2015) per the policy direction provided in the 2014 Adopted Budget. Huron has an impressive reputation in the management consulting field, expert industry knowledge, and an understanding of the complex legal and regulatory environment needed to appropriately advise Milwaukee County on the options listed above. In addition to advising on transit management options, Huron will also assist to ensure compliance with regulatory policies for any eventual re-bid of the transit management contract.

The contract is contingent upon a fund transfer of $150,000 from the 2014 Appropriation for Contingencies to the 2014 Transit/Paratransit Budget, Org. Unit 5600. That fund transfer is being submitted by the Department of Administrative Services to the County Board in this April 2014 business cycle to provide the needed funds. The remaining $100,000 ($250,000 total contract value minus $150,000 Appropriation for Contingency) will be provided from the existing budgeted appropriation for Transit/Paratransit.

Cc: Amber Moreen
Kelly Bablitch
Janelle Jensen
Steve Cady
Raisa Koltun

March 28, 2014

Brian Dranzik
Director of Transportation
Department of Transportation
Director's Office
2711 West Wells Street
Milwaukee, WI 53208

Dear Mr. Dranzik**:**

I am pleased to propose, on behalf of Huron Consulting Services LLC ("Huron"), an engagement to provide the Department of Transportation, Milwaukee County ("Milwaukee" or "the County") with consulting assistance to evaluate insourcing and outsourcing service delivery model options; to ensure compliance with regulatory policies for the possible rebid of part or all of the transit system services; and to assist the County in either (a) the transfer of the transit operational business processes and employees to the County through an insourcing process, or (b) the development of a RFP and assistance throughout the rebidding process through an outsourcing of part or all of the transit services.

At Huron, we understand that different institutions have different desired approaches and objectives when it comes to delivering effective and efficient public services. We work with our clients to define the spectrum of feasible options and to balance operational concerns with return on investment. We specialize in assisting public entities with improving process efficiency and increasing customer service and satisfaction. We understand that the delivery of "Operational Excellence" ("OE") projects depends not just efficiency but how relations are handled with key stakeholders like riders and employees. Very few other companies can combine the transactional and regulatory experience, technical expertise, and understanding of the larger policy goals possessed by the Huron team.

Our differentiators include:

1. *Our track record* – Members of our team have decades of experience delivering substantial cost savings and service quality enhancements on innovative operational excellence projects for a range of state and local governments.
2. *The depth and breadth of our experience* – We are not niche players, but can provide you experience-based advice on almost the entire range of services and asset classes that the County can consider for OE projects.
3. *Our understanding of public sector goals* – We know that public institutions have a societal purpose to fulfill that goes beyond maximizing return on investment and that there are multiple interested stakeholders that must participate in the OE conversation.

Our Understanding of Your Needs

It is our understanding that Milwaukee is interested in consulting assistance relating to two specific focus areas:

1. Phase I - The Milwaukee County transit system management contract is coming to an end, and the County is interested in determining if transit services should be insourced or if they should continue to be contracted out in part or in full to a third party. For a potential rebid of transit services, the County needs to be cognizant of the Federal Transit Administration (FTA) rules and procedures. Issues of particular concern include competitive bidding and employee protection laws referred to as "protective arrangements" or "Section 13(C) arrangements". The Huron project team will analyze and provide the County with insourcing and outsourcing service delivery model options that would best meet the County's needs as well as provide guidance on FTA regulation compliance for a potential rebidding process. Although the project team will not primarily focus its efforts on analyzing service efficiency, potential opportunities for improving service delivery, identified during this phase, will be reported.

2. Phase II - Considering the recommendations made at the end of Phase I, the Milwaukee County will decide which service delivery model to pursue: (a) insource business operations and employees of the transit system; or (b) re-procure outsourced transit services in part or in full. If the County decides to insource transit services, the Huron project team will assist in planning and managing the transfer of operations and employees, advise on change management best practices, and identify potential synergies with other County operations. If the County decides to rebid transit services, the Huron project team will assist in the development of the procurement documents and management of the procurement and transition processes.

The remainder of this document presents some additional background on Huron, key personnel, and our approach and pricing for each of the two phases of the engagement. We have also included our general business information in order to expedite consideration of any resulting consulting engagement.

About Huron Consulting Group

Huron Consulting Group (NASDAQ:HURN) is a leading provider of business consulting services. The Company was founded in 2002 with about 200 people and it has grown to almost 2,300 today. Our people come from industry, academia, healthcare, and other leading consulting firms.

The Company currently has offices in Atlanta, Boston, Detroit, Houston, London, New York City, Portland, San Diego, Washington, D.C., and headquarters in Chicago. We continue today to attract and

retain world-class talent into our organization. Each of our managing directors has more than 10 years of experience serving the business community, and our most experienced managing directors have been serving clients for more than 30 years.

Huron's results reflect a portfolio of service offerings focused on helping clients address complex business challenges. The Company has three operating segments as follows: Health, Education, and Public Sector Consulting, Legal Consulting, and Financial Consulting, representing 67.0%, 29.5% and 3.5% of full year 2012 total revenues, respectively.

Our clients include cities and states, some of the most widely recognized Fortune 500 companies, financial institutions, healthcare companies, government agencies, major universities, academic medical centers, and premier law firms.

Huron's professionals utilize our deep financial, analytical, and problem-solving skills to provide a full range of professional services. We are an academically diverse group of professionals who possess financial, transactional, investigative, quantitative, and facilitative skills. Our projects range from technical collaboration to comprehensive investigations to independent opinions.

About Huron Public Sector

Governing for the future demands that public service organizations transform the way they provide services. Taking a strategic and thoughtful approach to government service transformation is essential for governments in order to maintain their competitiveness when it comes to attracting and retaining citizens and businesses in a fast moving global economy.

Huron Public Sector recognizes that public entities are currently operating in an environment that includes:

- Increasing demands for public services;
- Shrinking funding from federal and state levels of government;
- Retiree commitments, health care costs, and unfunded infrastructure demands that are likely to continue grow indefinitely; and
- Limited opportunities for new revenues.

Huron Consulting Group's Public Sector practice helps clients like states, cities, counties, and other public agencies achieve success under challenging circumstances. By combining Huron's traditional strengths in operational areas like procurement, human resources, information technology, and finance, with a new team featuring deep experience in operational excellence, asset optimization, and data analytics developed from decades of service to public sector clients, we enable clients to mitigate risk and

optimize performance. Led by the former Mayor of Indianapolis and Deputy Mayor of New York City, Stephen Goldsmith, Huron's Public Sector practice is positioned to help clients provide to their constituents responsive and high quality services in an era of constrained resources.

About FaegreBD Consulting (Sub-Contractor)

FaegreBD Consulting, a sub-consultant for this engagement, is a national advisory and advocacy firm focusing on interdisciplinary services for growth sectors of the U.S. economy, including health and biosciences, energy and environment, economic development, education, communities and local government, and financial services. Since 1985, FaegreBD Consulting professionals have served private and public sector clients across the country through policy, regulatory and financing services.

FaegreBD Consulting is a division of Faegre Baker Daniels LLP, a full-service law firm with more than 750 lawyers and consultants in 12 locations in the United States, London and China. The firm offers a wide complement of legal services to clients ranging from emerging enterprises to multinational companies and handles complex transactional, regulatory and litigation matters.

About Bronner Group, LLC (Sub-Contractor)

Bronner Group, LLC (BRONNER), a nationally known and respected woman-owned business, is a multi-disciplined, professional services company recognized for its domain expertise in enabling government agencies to accomplish their mission-critical goals, improving operating performance, building workforce skills, and demonstrating accountability to all government stakeholders. By focusing exclusively on the public sector since 1987, BRONNER has developed a comprehensive understanding of the issues and solutions most relevant to its clients within this arena. In 27 years, BRONNER has assembled a client list of over 350 government agencies at the federal, state, and local levels.

BRONNER's Center for Transportation Management was established in 2011 to provide thoughtful and strategic advice on public transportation. The Center includes individuals who have extensive experience navigating the federal and state processes by which transit projects progress from concept to completion and operation. The background of these individuals include decades of experience as senior-level leaders and managers in the public transportation sector. The Center has become well-known as a source of expertise in several areas, including performance management, stakeholder engagement, financial analysis, and technical assistance with federal compliance.

BRONNER, a certified DBE, has provided comprehensive professional management consulting services, technology consulting services, large-scale workforce training services, and assurance services to both state and local Transportation/Transit Agencies. BRONNER is a certified DBE with the State of Wisconsin.

BRONNER's transit customers include:

- Birmingham-Jefferson County Transit Authority
- Cape Cod Regional Transit Authority
- Central Arkansas Transit Authority
- Chicago Transit Authority
- Cook County Department of Highways and Transportation
- Illinois Department of Transportation
- Massachusetts Bay Transportation Authority
- Metra (IL)
- Northern Indiana Commuter Transit District
- Regional Transportation Authority (Chicago, IL)
- Atlanta Hartsfield-Jackson International Airport
- Chicago Department of Aviation

Team Personnel

Stephen Goldsmith

The Huron Team is led by Managing Director Stephen Goldsmith, who will have overall responsibility for the execution of this engagement. Mr. Goldsmith brings his extensive knowledge and expertise to the project, having conducted analyses and lead operational excellence projects as a government official and as an advisor to public clients for over twenty years. As mayor, deputy mayor and advisor to governmental entities Mr. Goldsmith has been involved in over 100 public private partnerships.

Mr. Goldsmith has had a distinguished career in politics, public policy, and academe. He was the two-term mayor (1992-99) of Indianapolis, the 12th largest city in the United States, and served as Deputy Mayor for Operations in New York City. He is currently the Daniel Paul Professor of Government and the Director of the Innovations in American Government Program at Harvard University's Kennedy School of Government.

As mayor of Indianapolis he conducted more than eighty public private competitions, which resulted in savings of more than $400 million. The Wall Street Journal has called Mayor Goldsmith a "pioneering privatizer of city services."

Mr. Goldsmith has been active as Mayor and Deputy Mayor in various efficiency and outsourcing efforts in the provision of transit and mobility services. Along with David Gogol, below, Mr. Goldsmith served

as an advisor to the American Public Transit Association to advise APTA, the White House and Congress on the reauthorization of the Surface Transportation Act.

Some of the major operational excellence projects with which Goldsmith has been involved include the following:

- As former Mayor of Indianapolis, Goldsmith assisted the Indianapolis Authority Board to submit management of facilities to competition. A management agreement was won by a firm focusing on streamlining operations and increasing revenues.
- As the former Deputy Mayor for Operations of New York City (2011), Goldsmith helped the City's Department of Environmental Protection (DEP) set global benchmarks for operational performance of water and waste water services and pioneered a new form of performance-based partnership by teaming public employees with the private sector.
- Goldsmith was selected by the Governor of Pennsylvania to advise the court-appointed City of Harrisburg receiver on the optimization of a range of the City of Harrisburg's assets, including water, solid waste, and parking. He advised the transaction regarding the lease of the City's parking assets to the Pennsylvania Economic Development Financing Authority, which included a private operation contract with guaranteed payment to the City.

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David Gogol

David Gogol is the founder of FaegreBD Consulting's federal consulting practice. He has more than 30 years' experience in Washington, D.C.; in the Senate; and as a consultant.

While David serves a diverse practice, he is best known for his work with local governments on federal regulatory issues and on federal funding. Having worked for dozens of communities across the nation, he brings a broad base of experience to local leaders, playing a broad advisory role in addition to his federal affairs expertise. Perhaps distinctively, David works for communities led by both political parties, serving some communities for 20 years and advising multiple administrations.

David's transit expertise is built upon his work as the lead Senate staff in the drafting and passage of the Mass Transportation Authorization of 1982. This legislation created the structure and framework of the current programs of the Federal Transportation Administration (FTA). Since that time David has worked with cities, transit agencies, private companies and associations on FTA regulatory and funding issues.

Some examples of David's work illustrate the breadth of his work with FTA and on transit issues:

- For the City of Minneapolis, David leads the federal affairs team that is working to develop a new streetcar line in the downtown.

- For the South Bend transit agency, TRANSPO, David developed a complex inter-local agreement that resulted in a 15% increase in local operating revenue.
- On behalf of Milwaukee-based Ways to Work, David led the effort that reversed a proposed FTA rule which would have prevented the use of FTA funds for programs designed to assist low-income mothers increase access to jobs.
- For a transit agency, David led a team that was evaluated fuels for the agency's next generation of buses.
- For DesignLine, David led the company's efforts to challenge FTA's interpretation of Buy America as applied to a Chinese bus company engaged in unfair competition.
- For the Regional Development Authority of NW Indiana, David is leading the federal affairs effort to add a new commuter line to Chicago.
- For Transpo, the South Bend transit agency, David is leading the federal affairs work to establish a CNG vehicle fueling service to serve the agency, the city and the community.

In federal funding matters, David has led hundreds of efforts to secure federal funding through earmarks, competitive grants and federal agency partnerships. His long experience and cross-agency expertise provides expertise that is valued by institutions with broad missions

Joseph J. Smith

Mr. Smith has over 36 years' of experience working in the transportation industry where he has succeeded in various leadership positions. The breadth of Mr. Smith's experience is inimitable. His background in administrative and operational management represents a unique combination of disciplines.

He merged three major groups of the New York Metropolitan Transportation Authority, MTA New York City Transit Buses, MTA Bus Company and MTA Long Island Bus in one entity. In addition, Mr. Smith implemented major improvements to the facilities; addressed Labor Relation issues to promote a harmonious relationship between union organizations and management; revised route structures to support service needs; established comprehensive safety, training and quality programs to support the workforce and facilities; purchased a significant quantity of new buses to meet service needs and replace antiquated equipment.

Some additional examples of Mr. Smith's work further illustrate his breadth of experience in the transportation industry:

- Managed the largest Mass Transit Surface System in North America, progressing through the ranks to become Head of Engineering, Operations/ Transportation, Maintenance, Quality, Safety, Training, Finance, Labor Relations, Public Relations and General Administration.

- Performed a complete Operation Review for Los Angeles Metro with the aim to create major savings for their systems.
- Conducted an analysis of MV Transportation involving property acquisitions, labor/ contract efficiencies and route/ operations.

Ilze Swanepoel

Ilze has a Masters in Economics with a focus on transportation from the VU University Amsterdam as well as an MBA from the University of Notre Dame. Ilze started her career as a consultant in the transportation industry where her responsibilities included amongst others economic evaluations, operational analysis and project management.

Some examples of Ilze's experience illustrate her international exposure to various different transportation systems and methodologies:

- 2010 FIFA World Cup (South Africa) – Ilze was part of the engagement team responsible for the strategic planning and implementation of the transportation system during the World Cup event. She was personally responsible for creating a model to forecast tournament transportation operations by collecting and analyzing data to develop a spectator demand model that was combined with a spectator flow mode. Ilze implemented and managed, as part of a bigger team, fleet operations before and during the World Cup event.
- Buffalo City Municipality and Nelson Mandela Bay Municipality (South Africa) – Ilze developed a concept of operations for the technology integration of public transportation operating systems. The concept of operations facilitated the integration of technology such as on-board equipment (e.g. traveler information boards, GPS, CCTV, ticket readers, etc.), and station management to achieve improved operational performance of the new public transportation systems.
- Western Cape Regional District (South Africa) – Ilze evaluated and analyzed efficiency savings for the public transportation system in the Western Cape Province. In addition, she was also responsible to evaluate the permits awarded to the various service providers and to develop a strategy to streamline this process.
- Coega Development Association (South Africa) – Ilze assisted in the development of a transportation master plan for a new industrial park development.

Our Services

We propose to provide the following services to Milwaukee County, divided into Phase I and Phase II.

Phase I

Communication and Kick-Off

The effort begins with communication to include all affected parties.

Analyze Insourcing/Outsourcing Service Delivery Model Options

The following scope of work to determine which service delivery model would best serve the County's needs, involves the assessment of operations, financial, organizational and third-party practices:

a) Initiate Data Request and Review – Huron will prepare a detailed information request that will be used to obtain historical budget and operations data. Items of information to be requested and subsequently reviewed may include, but are not limited to:
   i. Monthly statements of income and expense of the transit operations;
   ii. The transit system's 2012-2014 operating budgets;
   iii. The transit system's 2012-2014 capital budgets;
   iv. Third-party management and union contract(s) – including any amendments;
   v. Department of Transportation and the transit system's organizational charts and staffing tables (management, line operations, and support);
   vi. Job descriptions and classifications;
   vii. Performance reports of the current outsourced model to date;
   viii. All operational contracts currently in place, such as fuel, uniforms, maintenance, etc.;
   ix. Payment and billing processes between the County, third party service provider, and suppliers;
   x. Organizational strategy documents and/or vision, mission, and objective statements;
   xi. The standard operating procedures (SOP) manual; and
   xii. Current customer service practices and customer satisfaction measures.

b) Conduct Site Visit and Interviews – The project team will conduct a multi-day visit for the purpose of:
   i. Meeting with all affected parties;;
   ii. Identifying the root causes of any operational and financial shortcomings;
   iii. Analyzing the operational performance of the current outsourced model to date;
   iv. Developing an understanding of the strategic challenges facing the County's Department of Transportation over the next five years; and

v. Identifying potential synergies and areas of alignment for the County and Transit Management.

c) Insourcing/Outsourcing Service Delivery Model Report - The project team will prepare a report that details the different service delivery options, as well as an assessment of the strengths and weaknesses of each, which should be considered by the County for implementation during Phase II. The County can expect the following elements to be addressed in our findings and recommendations report:

i. An assessment of the environment facing the County Transportation Department over the next five to ten years;
ii. The baseline financial and operational performance, and level of service of the transit system (based on information provided by the County);
iii. A matrix of options for County leaders to consider that represent multiple service delivery models with differing mixes of public and private sector involvement;
iv. An assessment of the options in terms of their probable strengths and weaknesses in enabling the County to meet its objectives;
v. References to relevant case studies from comparable jurisdictions;
vi. Additional due diligence completed to support the County's insourcing/outsourcing decision;
vii. Potential synergies and organizational alignment with other County operations; and
viii. Baseline customer service practices and satisfaction levels (based on information provided by the County);
ix. A roster of obvious high-level service efficiency recommendations.

Assess Compliance with Regulatory Policies for the Potential Rebid of the Transit System Management

As Milwaukee County seeks to evaluate insourcing and outsourcing of the transit system and to potentially seek improvements in service delivery, it will need to be cognizant of FTA rules and procedures. FaegreBD Consulting will be responsible for assisting the County in the effort to remain in compliance with FTA regulations and guidance. Issues of particular concern include: competitive bidding, and Section 13 (C).

With the disruption in the contract award and the pending expiration of the existing management contract, the County will need to work proactively with FTA leadership at the national and regional levels to assure FTA that the County is taking all appropriate actions to maintain service and to manage FTA funded assets.

As the County explores service enhancements, cost savings and other operational improvements, it will need to be cognizant of federal regulations. Actions such as service modifications, route changes and similar actions must be taken in accord with FTA guidance and regulations.

FaegreBD Consulting will support the County in its work with the FTA, to ensure that the County maintains a positive relationship with the FTA, to ensure compliance with all applicable Federal procurement rules, and to avoid potential grant interruptions.

Service Delivery Model Decision Guidance

The final step in Phase I consists of various meetings and discussions between the Huron project team and the County to provide the County clarity on the presented service delivery models and guide its decision on which model to pursue and implement during Phase II.

Phase II

The precise scope of work for Phase II will be determined by the County's decision on the model to pursue in Phase I. Thus, the actual scope of work will likely differ somewhat from these two options. They are, however, guides as to the work that would generally be conducted based on the County's decision to insource or outsource.

Option A – Service Insourcing

Support Immediate Insourcing of the Transit System Management

Working with Milwaukee County and with our sub-contractor FaegreBD Consulting ("FaegreBD"), Huron will develop a structured transfer process. This exercise, first and foremost, focuses on protecting the community's work force and assets, using an approach that *preserves the public work force and public governance*.

The insourcing process will consist of the following three steps:

1. Assist in the Transfer of Business Operations and Employees – The planning and scheduling of the transfer of business operations and employees in part or in full will be carried out collaboratively with the project team and the County personnel including all affected parties. This collaborative effort will include individual interviews, financial analysis, synergy evaluation, facilitated meetings, and addressing of questions raised by elected representatives and employees.

2. Prepare and Advise on Change Management Best Practices – The project team will work collaboratively with the County to successfully identify and assist in the implementation of change management best practices in order to reduce the risk of any disruptions or decrease in transit services being offered.

3. Assist in the Implementation of Synergies with other County Operations – The project team will also assist in the implementation of synergies and shared service opportunities across all County operations in order to benefit from economies of scale and reduce operational costs while improving overall service delivery.

Option B– Service Outsourcing

Should the County decide to authorize the development and issuance of an RFB/RFP for transit services, the Huron project team will assist in the development of the procurement documents and management of the procurement and transition processes:

1. Procurement Management – The project team will generate interest among qualified vendors and assist with the management of the procurement process from start to finish. We will run the procurement transparently to ensure that the proposals received are maximally responsive to the County's needs

2. Vendor Selection – The project team will provide summary data on all bids/proposals received and assist the County in the evaluation of such. We will manage any best and final offer process that is required

3. Contract Negotiation – The project team will support the County in the development and negotiation of any resulting contracts

4. Implementation Management – The project team will assist the County's project manager for the implementation of the new service agreements. Additionally, we will work with the County to establish suitable contract oversight structures, including performance metrics, dashboards, and oversight processes.

Approach

Stephen Goldsmith, a Managing Director with Huron, will serve as the senior Huron client executive and will have overall responsibility for the successful execution of this engagement. He will be assisted by Huron resources with a background in the tasks outlined in the previous section, including Ilze Swanepoel, an Associate with Huron. The Huron team will be further assisted by David Gogol, from FaegreBD Consulting, who has a background in working with governments on regulatory issues. Joe Smith, an urban transit subject matter expert will provide further assistance.

While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

It should be noted that Huron is not a law firm, does not offer, and is not authorized to provide legal advice or counseling in any jurisdiction. **Huron and its subcontractors will provide expert consulting advice on FTA regulatory issues such as Section 13 (C), for example assisting in the determination of how changes in the transit routes would impact riders and employees and whether such changes may trigger Section 13 (C) protection. Other legal questions should be handled by County lawyers, its corporate council, or whoever provides its regular legal advisory services.** Huron is a management consulting firm and not a CPA firm. Huron does not provide attest services, audits, or other engagements in accordance with standards established by the AICPA or auditing standards promulgated by the Public Company Accounting Oversight Board ("PCAOB"). We will not audit any financial statements or perform attest procedures with respect to information in conjunction with this engagement. Our services are not designed, nor should they be relied upon, to identify weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

Client Responsibilities

In connection with our provision of services, Milwaukee County will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

Milwaukee County will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. **In addition, Milwaukee County will appoint a dedicated project manager to handle all project management related tasks on behalf of the County throughout the duration of the engagement.** Milwaukee County also agrees to provide Huron with such further information we may need and which we can rely on to be accurate and complete. Milwaukee County also agrees to cause all levels of its employees and contractors to cooperate fully and timely with Huron. We will be entitled to rely on all Milwaukee County (County for all) decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to Milwaukee and to keep the project moving on schedule, Milwaukee agrees to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services.

The successful delivery of our services, and the fees charged, are dependent on (i) Milwaukee's timely and effective completion of its responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by Milwaukee's management. Milwaukee will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.

Timing, Fees, and Expenses

Our team expects that Phase I of this engagement will continue for 12 weeks from the date on which it starts. Given the extent of the work that must be completed to accomplish either an insourcing or rebid outsourcing, Huron strongly suggests that the County begin the project upon execution of the contract.

An estimated, high-level project timeline for Phase I is as follows:

Task(s)	Weeks											
	1	2	3	4	5	6	7	8	9	10	11	12
Communication and Kick-Off												
Analyze Insourcing/Outsourcing Service Delivery Model Options												
Initiate Data Request and Review												
Conduct Site Visit and Interviews												
Insourcing/Outsourcing Service Delivery Model Report												
Assess Compliance with Regulatory Policies for the Potential Rebid of the Transit System Management												
Service Delivery Model Decision Guidance												

Phase II's timeline would be dependent on the County's decision on which service delivery option to pursue.

If the County decides to rebid and outsource, the Huron project team will support the County's efforts to have the bidding process complete and a newly appointed contractor by December 31, 2014. If the County decides to insource, the Huron project team will support the County's efforts to have the transition of business operations and employees completed by December 31, 2014.

However, the timelines for both options are dependent on such factors as:

a) The decision to insource or outsourcing being made timely by the County following the presentation of the options report by Huron;
b) The availability of requested information; and
c) The responsiveness and cooperation of all stakeholders involved.
d) The need to address any appeals or legal action that may delay the implementation of either option.

As compensation for providing the detailed above, Milwaukee County will pay Huron at the rates set forth in the Professional Service Contract for staff. Monthly invoices shall reflect an itemization for all services rendered, a description of services and rate including those of subcontractors, related reasonable travel expenses and incidentals. Expenses shall not exceed $250,000 (including travel expenses). This amount, $250,000, does not include any legal fees associated with legal advice provided by an independent legal firm.

We understand that our bills should be sent to:

Brian Dranzik
Director of Transportation
Brian. Dranzik@milwaukeecountywi.gov
2711 West Wells Street, Suite 300
Milwaukee, WI 53208

We appreciate the opportunity to submit this proposal and look forward to any questions you may have.

Sincerely,

Stephen Goldsmith, Managing Director
Huron Consulting Group

PROFESSIONAL SERVICE CONTRACT
Huron Consulting Services LLC

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by its Director of the Department of Transportation, and Huron Consulting Services LLC (hereafter called "Contractor"), as represented by Stephen Goldsmith, Managing Director, (312) 447-1765, is entered into on April 2, 2014.

1. SCOPE OF SERVICES.

Contractor shall specifically perform all of the tasks set forth in Project Scope, attached hereto as Exhibit A.

The Contract consists of the following (number) documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of the Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

a) This Professional Service Contract

2. STAFFING.

Contractor's employees and subcontractors listed below are the primary employees to be assigned to the project and work the approximate hours listed below:

Position	Est. Hours	Billing Rate
1. Steve Goldsmith – Managing Director	60	$336
2. Mike Brink – Senior Director	40	$273
3. Ilze Swanepoel – Associate	660	$161
4.Joseph Smith – Subcontractor	300	$195

Contractor shall not replace the primary employees without the prior approval of the County. If the successor to said primary employees cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY.
The County hereby agrees to make available, without charge to Contractor, office space needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE.

The term of this Contract shall begin on or after the date of all necessary signatures for both the Contractor and County and is expected to extend through approximately April 1, 2015, or until such time as either party notifies the other of its termination, as provided herein.

5. COMPENSATION.

Contractor shall be compensated for work performed on an hourly basis at the billing rate listed in section 2 of this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed $250,000 unless agreed to by County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

6. BILLING.

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

A. Name
B. Dates and hours worked
C. General task performed
D. [if applicable] Detail out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

7. REPORTS.

Contractor shall provide written progress reports to County as requested by County. Prior to completion of this Contract, Contractor shall provide a final report summarizing the work completed and include any recommendations based upon the work completed. Contractor may be required by County to make oral presentations in connection with the work completed and with any reports.

8. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

9. AUDIT AND INSPECTION OF RECORDS.

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior Milwaukee

County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

10. AFFIRMATIVE ACTION.
The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

11. DISADVANGED BUSINESS ENTERPRISE.
The Contractor shall comply with Milwaukee County Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBE) on professional service contracts. In accordance with this, the Contractor shall ensure that DBE's have the maximum opportunity to participate in this project. The specific goal for this project is seventeen percent (17%).

12. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.
In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program 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 Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

13. INSURANCE.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	$1,000,000 Per Occurrence $1,000,000 General Aggregate
Professional Liability	$1,000,000 Per Occurrence $1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. 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 Contract.

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 Contract.

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

A.1. Compliance with Governmental Requirements.
Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.
Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

NOTE: Professional Liability will be required for Architectural and Engineering design and supervision. If the principal consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the subcontractor who will perform the Architectural and Engineering design work and evidence the existence of professional liability coverages for such subcontractors as respects this section.

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

14. PERMITS, TAXES, LICENSES.
Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

15. TERMINATION BY CONTRACTOR.
Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

16. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.
If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

17. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.
The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

18. INDEPENDENT CONTRACTOR.
Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

19. SUBCONTRACTS.
Assignment of any portion of the work by subcontract must have the prior approval of County.

20. ASSIGNMENT LIMITATION.
This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

21. PROHIBITED PRACTICES.

A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.

B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

22. NOTICES.
All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn.: Stephen Goldsmith
Huron Consulting
550 W. Van Buren
Chicago, IL 60607

To County:

Attn.: Brian Dranzik
Director of Transportation - Milwaukee County
2711 W. Wells St., Room 300
Milwaukee, WI 53208

Either party may designate a new address for purposes of this Lease by written notice to the other party.

23. MISCELLANEOUS.
This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

24. AUTHORIZATION.
The County has executed this Contract on _____, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Huron Consulting Services LLC

By: _____ Date: 4/2/2014
Stephen Goldsmith, Managing Director

Director, Department of Transportation- Duly Authorized

By: _____ Date: 4/3/14

Brian Dranzik

Approved as to form and independent status:

By: _____ Date: 4/3/14
Deputy Corporation Counsel

Reviewed by:

By: _____ Date: 4/3/14
Risk Management

By: _____ Date: _____
Comptroller

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: 4/3/2014
Community Business Development Partners

PROFESSIONAL SERVICE CONTRACT
Huron Consulting Services LLC

By: _____ Date: 4/3/14
County Executive

14-372

11

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: April 10, 2014

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

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **INFORMATIONAL REPORT:** Summary of Fund Transfers for Consideration at the May 2014 Meeting of the Committee on Finance, Personnel and Audit

Description:	Amount:
1. DOT – Airport	$755,000

Wisconsin Focus on Energy (WFOE) offers a program that provides incentives to organizations like GMIA if they complete and implement a retrocommissioning of their existing energy using systems. On December 4, 2012, GMIA issued an RFP – Project Number 5041-11457 – for professional services to provide retrocommissioning (RCx) services in accordance with the WFOE Retro Commissioning Service Provider Manual. The project was awarded to Graef.

Retrocommissioning is a process which optimizes existing building systems to operate as efficiently and effectively as designed. The process identifies operational and maintenance improvements to bring buildings up to the design intentions of current usage. The final report issued by Graef recommends that six (6) Facility Improvement Measures (FIMs) be undertaken. The Facility Improvement Measures (FIMs) numbers 1-6 from the Retrocommissioning Report include 56.45% of the work consisting of Focus Incentive based FIMs, and 42.55% of the work consisting of non-Focus Incentive based FIMs of Indoor Quality relating to outside air and relief control in the Main Terminal and Concourse D. No credit was taken in savings or payback for non-Focus Incentive based FIMs.

The engineer's estimate for completing the project to enact the recommendations from the report is $755,500. When complete, the project will generate an estimated savings of $146,040 per year for electric and natural gas use for HVAC systems. Once the work is

completed and inspected by Focus on Energy, GMIA will qualify for and receive a Focus Incentive of $105,000 for completing this project. This will result in a simple payback for the entire project of 5.17 years and 2.92 years for Focus Incentive based FIMs. Besides offering a financial return on investment, the Retrocommissioning will also streamline the entire HVAC operation at GMIA by providing an efficient operation of all HVAC systems and improving interior air quality.

The Director of the Milwaukee County of Transportation (MCDOT) is requesting an appropriation transfer of $755,500 for implementation of the Focus on Energy Verification and Persistence phases of GMIA Retrocommissioning.

Approval of this requested appropriation transfer will have no fiscal impact on the tax levy of Milwaukee County.

Description:	Amount:
2. DOT – Fleet	$350,000

A funds transfer is requested by the Department of Transportation - Fleet Management Division to increase expenditure authority by $350,000 for Fleet (Org. Unit 5300) funded by the Appropriation for Contingency (Org. Unit 1945). This transfer is requested to provide expenditure authority for the Department of Transportation - Fleet Management to continue daily operations after the costs of a severe winter were incurred during the beginning of 2014. The requested funds would be used for the following anticipated expenditure overages: $70,000 for Natural Gas, $135,000 for Outside Services and $145,000 for Vehicle and Equipment Repair Parts.

The combination of a cold winter in the beginning of 2014 and the first time using natural gas to heat the building is anticipated to result in a projected deficit by $ 70,000 for natural gas. The Fleet building was switched to natural gas heat from steam boilers in October 2013. This was required as part of the Zoo Interchange project. In addition, the severe winter and repeated snow removal operations has resulted in additional repairs to snow removal equipment and increased replacement of cutting edges on the plows. This results in a projected deficit in the vehicle and equipment repair parts account of $146,000. Finally, the outside services account will also be affected by the severe winter and by repeated snow removal operations due to increased repairs and towing on the snow removal equipment by outside vendors resulting in a projected deficit in this account of $135,000.

No tax levy impact is anticipated from the approval of this funds transfer as the requested expenditure increase for Fleet Management of $350,000 is offset by a corresponding expenditure authority decrease of $ 350,000 in the Appropriation for Contingency.

Brian Dranzik, Director
Department of Transportation

APPROPRIATION TRANSFER REQUEST

1699 R4E

MILWAUKEE COUNTY

FISCAL YEAR	DEPT. NO
2014	1300

INSTRUCTIONS: REFER TO MILW. COUNTY ADMINISTRATIVE MANUAL SECTION 4.05 FOR INSTRUCTIONS ON PREPARING THIS FORM.

DEPARTMENT NAME: General Mitchell International Airport

Were Appropriations Requested Below Denied For The Current Budget? Yes [ ] No [X]

	Line No.	ACCOUNT DISTRIBUTION Fund	Agency	Org. Unit	Revenue/Object	Activity	Project	OBJECT CODE DESCRIPTION	Transfer Request	DOA Account Modification
TO (Credit)		1300	120	1300	8509		WA108012	OTHER BLDG IMPR'MT-(CAP)	$ 578,900.00	
		1300	120	1300	6146		WA108011	Prof Serv-Cap/Major Mtce	$ 115,800.00	
		1300	120	1300	9706		WA108012	Pro Serv Div Services	$ 60,800.00	
								TO TOTALS (Credit)	$ 755,500.00	$ -
FROM (Debit)		1300	120	1300	4999		WA108012	Misc Revenue (reimbursement-WE Energies)	$ 105,000.00	
		1300	120	1300	4707		WA108012	Contribution from Reserves (ADFD)	$ 650,500.00	
								FROM TOTALS (Debit)	$ 755,500.00	$ -

EXPLANATION

Wisconsin Focus on Energy (WFOE) offers a program that provides incentives to organizations like GMIA if they complete and implement a retrocommissioning of their existing energy using systems. On December 4, 2012, GMIA issued an RFP - Project Number 5041-11457 - fo professional services to provide retrocommissioning (RCx) services in accordance with the WFOE Retrocommissioning Service Provider Manual. The Project was awarded to Graef.

Retrocommissioning is a process which optimizes existing building systems to operate as efficiently and effectively as designed. The process identifies operational and maintenance improvements to bring buildings up to the design intentions of current usage. The final report issued by Graef recommends that six (6) Facility Improvement Measures (FIMs) be undertaken. The Facility Improvement Measure (FIMs) numbers 1 - 6 from the Retrocommissioning Report include 56.45% of the work consisting of Focus Incentive based FIMs, and 42.55% of the work consisting of non-Focus Incentive based FIMs of Indoor Quality relating to outside air and relief control in the Main Terminal and Concourse D. No credit was taken in savings or payback for non-Focus Incentive based FIMs.

The engineer's estimate for completing the project to enact the recommendations from the report is $755,500. When complete, the project will generate an estimated savings of $146,040 per year for electric and natural gas use for HVAC systems. Once the work is completed and inspected by Focus on Energy, GMIA will qualify for and receive a Focus Incentive of $105,000 for completing this project. This will result in a simple payback for the entire project of 5.17 years and 2.92 years for Focus Incentive based FIMs. Besides offering a financial return on investment, the Retrocommissioning will also streamline the entire HVAC operation at GMIA by providing an efficient operation of all HVAC systems and improving interior air quality.

The Director of the Milwaukee County of Transportation (MCDOT) is requesting an appropriation transfer of $755,500 for implementation of the Focus on Energy Verficiation and Persistence phases of GMIA Retrocommissioning.

Approval of this requested appropriation transfer will have no fiscal impact on the tax levy of Milwaukee County.

Brian Dranzik, Director
Department of Transportation

Terry Blue, Interim Airport Director

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

Action	Dept. of Administration	County Executive	Finance Committee	County Board
DATE				
APPROVE				

1699 R4E

APPROPRIATION TRANSFER REQUEST

MILWAUKEE COUNTY

FISCAL YEAR	DEPT NO
2014	5300

INSTRUCTIONS: REFER TO MILW. COUNTY ADMINISTRATIVE MANUAL SECTION 4.05 FOR INSTRUCTIONS ON PREPARING THIS FORM.

DEPARTMENT NAME: MCDOT-FLEET MANAGEMENT

Were Appropriations Requested Below Denied For The Current Budget? Yes [ ] No [x]

	Line No	ACCOUNT DISTRIBUTION Fund	Agency	Org. Unit	Revenue/Object	Activity	Balance Sheet	OBJECT CODE DESCRIPTION	Transfer Request	DOA Account Modification
TO (Credit)	1	0030	530	5300	6327			Natural Gas	70,000	
	2	0030	530	5300	6892			Outside Services for equipment repairs	135,000	
	3	0030	530	5300	7840			Vehicle & Equipment repair parts	145,000	
	4									
	5									
	6									
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									
	16									
	17									
	18									
	19									
	20									
	21									
	22									
								TO TOTALS (Credit)	350,000	$ -
FROM (Debit)	1	0001	194	1945	8901			Appropriation for Contingency	350,000	
	2									
	3									
	4									
	5									
	6									
	7									
	8									
	9									
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	20									
	21									
	22									
								FROM TOTALS (Debit)	350,000	$ -

EXPLANATION

A funds transfer is requested by the Department of Transportation - Fleet Management Division to increase expenditure authority by $350,000 for Fleet (Org. Unit 5300) funded by the Appropriation for Contingency (Org. Unit 1945).

This transfer is requested to provide expenditure authority for the Department of Transportation - Fleet Management to continue daily operations after the costs of a severe winter were incurred during the beginning of 2014. The requested funds would be used for the following anticipated expenditure overages: $70,000 for Natural Gas, $135,000 for Outside Services and $145,000 for Vehicle and Equipment Repair Parts.

The combination of a cold winter in the beginning of 2014 and the first time using natural gas to heat the building is anticipated to result in a projected deficit by $ 70,000 for natural gas. The Fleet building was switched to natural gas heat from steam boilers in October 2013. This was required as part of the Zoo Interchange project. In addition, the severe winter and repeated snow removal operations has resulted in additional repairs to snow removal equipment and increased replacement of cutting edges on the plows. This results in a projected deficit in the vehicle and equipment repair parts account of $146,000. Finally, the outside services account will also be affected by the severe winter and by repeated snow removal operations due to increased repairs and towing on the snow removal equipment by outside vendors resulting in a projected deficit in this account is $135,000.

No tax levy impact is anticipated from the approval of this funds transfer as the requested expenditure increase for Fleet Management of $350,000 is offset by a corresponding expenditure authority decrease of $ 350,000 in the Appropriation for Contingency.

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
April 9, 2014		Director, MC Department of Transportation

Action	Dept. of Administration	County Executive	Finance Committee	County Board
DATE				
APPROVE				
DISAPPROVE				
MODIFY				

By Supervisors Jursik, Mayo, Borkowski, Dimitrijevic, Broderick, and Haas

File No. 14-

A RESOLUTION/ORDINANCE

Amending Chapter 63 of the Milwaukee County Code of General Ordinances relating to disorderly conduct concerning transit services in Milwaukee County.

WHEREAS, certain individuals in the community have recently attempted to restrict access by Milwaukee County transit buses in roadways and parking lots otherwise open to the public or open to delivery vehicles; and

WHEREAS, with more than 36 million revenue passengers in 2013, Milwaukee County's transit system is the largest in the state, serving the state's largest urban area and its residents, who rely heavily on mass transit, making mass transit and the safety and wellbeing of mass transit users in Milwaukee County a matter of local concern; and

WHEREAS, the ability of the county and state governments to impose traffic control and other restrictions upon private parking lots or roadways held out for use of the general public, in order to promote safety and wellbeing, is well established; and

WHEREAS, for example, pursuant to Sections 1 and 18 of Appendix C of the Milwaukee County General Ordinances, all County traffic ordinances and all state statutory traffic provisions in Chs. 340 through 348, Wis. Stats., "shall be applicable on any public parking lot or ramp and on any private parking lot or ramp held out for use of the general public for parking or vehicular travel"; and

WHEREAS, by further example, the State of Wisconsin in Sec. 346.61, Stats., has deemed it advisable to make such roads and lots subject to certain traffic laws promoting health and safety, for example, Secs. 346.62 to 346.64, Wis. Stats., prohibiting drunken driving and reckless driving; and

WHEREAS, by further example, Milwaukee County has numerous ordinances promoting safety and wellbeing that apply on private as well as public property in the County, including ordinances requiring owners of private parking to provide parking spaces for the handicapped*, see* MCGO 69.05 and Sec. 346.503, Wis. Stats., and prohibiting disorderly conduct; and

WHEREAS, safety and health for Milwaukee County transit passengers is enhanced when bus stops are located closer to passengers' destination or origin points and when the location of bus stop avoids or reduces the need for passengers to cross roadways, parking lots or other traffic ways in order to reach the bus stop or the destination; and

WHEREAS, privately owned access roads and parking lots at shopping centers and large retail outlets in Milwaukee County are routinely held out to the public for use of their motor vehicles, and it is the intent of owners that these roads and lots be available to the public; and

WHEREAS, the owners of shopping centers and large retail outlets in Milwaukee routinely allow large trucks and delivery vehicles to access their properties; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby amends Chapter 63 of the Milwaukee County Code of General Ordinances by adopting the following:

AN ORDINANCE

The Milwaukee County Board of Supervisors ordains the following:

SECTION 1. Chapter 63 of the Milwaukee County Code of General Ordinances, up to and including _____, is hereby amended as follows:

63.01. Disorderly Conduct

(1) No person shall engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance within the county.

(a) Disorderly conduct includes interfering with the operation of any Milwaukee County transit bus, including pickup or discharge of passengers, on any roadway or parking lot held out for use of the general public for parking or vehicular travel or on any roadway or parking lot made available to delivery vehicles of more than 20,000 pounds maximum gross weight.

(2) Any person violating the provision of this section of the Code shall, for each offense, forfeit a penalty not to exceed two hundred fifty dollars ($250.00); the cash deposit thereof shall be one hundred dollars ($100.00) and the penalty assessment shall be fifteen dollars ($15.00), and in default of payments thereof, shall be imprisoned in the county jail or the house of correction of the county for a period not to exceed ninety (90) days in the discretion of the court.

SECTION 2. The provisions of this ordinance shall be effective upon passage and publication.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 30, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A Resolution/Ordinance amending Chapter 63 of the Milwaukee County Code of General Ordinances relating to disorderly conduct concerning transit services in Milwaukee County.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

- ☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. Approval of this resolution/ordinance will amend the definition of disorderly conduct to include interfering with the operation of any Milwaukee county transit bus, including pickup or discharge of passengers, on any roadway or parking lot held out for use of the general public for parking or vehicular travel or on any roadway or parking lot made available to delivery vehicles of more than 20,000 pounds maximum gross weight.

B. The maximum fine for disorderly conduct is $250.00. For the purposes of this fiscal note it is assumed that any revenues that may accrue to the County due to this expanded definition of disorderly conduct will be minimal. Any citation revenues received will be used to meet the existing budget amount.

C. Approval of this resolution will require existing staff time.

D. It is assumed that the Office of the Sheriff's budget will absorb any costs associated with carrying out this ordinance within their existing appropriations. It is assumed that the expansion of the disorderly conduct definition in M.C.G.O. Chapter 63 will not result in significant extra enforcement duties or related revenues.

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[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 Erica Hayden, Research and Policy Analyst, Office of the Comptroller

Authorized Signature Erica H. Hayden

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?[2] ☐ Yes ☐ No ☒ Not Required

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

Date: April 10, 2014

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

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

Subject: WE Energies Request for a Gas Easement at the County Grounds – Action Item

ISSUE

The Department of Administrative Services, Facilities Management Division (DAS-FM) respectfully requests authorization to grant WE Energies a permanent easement to allow for the construction, operation and maintenance of gas distribution facilities on the County Grounds at the north side of Wisconsin Avenue east of STH 45.

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) has been legislatively authorized to reconstruct the Zoo Interchange by the State of Wisconsin and by the Federal Highway Administration (FHWA) under various state and federal statues and codes. Various utilities on the County Grounds will be impacted by the proposed interchange improvements, including WE Energies gas distribution system that services County buildings and lessee buildings.

WE Energies has requested a permanent gas easement to install, operate and maintain new gas piping, valves and an existing gas pressure regulating station at the north side of Wisconsin Avenue east of STH 45. The easement boundaries will encompass the existing gas pressure regulating station, that currently sits north of the Wisconsin Avenue right of way on County lands, and the area required to install the new piping. The gas main and pressure regulating station provide gas service to the eastern side of the Medical Complex. See Attachment A for the gas facilites/easement location.

The gas piping alignment has been set in conjunction with proposed Zoo Interchange improvements, and to minimize impacts to County and lessee property. All areas disturbed by the construction, operation or maintenance of the subject gas service will be restored to DAS-FM specifications at no cost to the County. Appropriate County staff will review and approve all documents as required prior to execution.

RECOMMENDATION

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

Prepared by: Karl Stave, Civil & Site Development Engineer

Recommended by:

Greg High, Director
Architecture, Engineering &
Environmental Services Section

Approved by:

Gary Waszak
Facilities Management Division
Dept. of Administrative Services

Attachment A: Proposed gas service/easement location

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Supervisor Jim "Luigi" Schmitt, District 6
Paul Bargren, Corporation Counsel
Don Tyler, Director, Department of Administrative Services (DAS)
Greg High, Director, AE&ES (DAS-FM)
Gary Waszak, DAS-FM

O:\WPDOC\SITEDEV\KDSDOC\Zoo Interchange\WE Energies\Ease 3551045 - gas nth side Wisconsin Ave\WE easement gas nth side Wisconsin Ave at 45 REPORT.doc

100 50 0 100 Feet

PROPOSED EASEMENT AREA AT MILWAUKEE COUNTY GROUNDS

N

File No. 12-
(Journal,)

(ITEM NO.) The Department of Administrative Services, Facilities Management Division (DAS-FM) respectfully requests authorization to grant WE Energies a permanent easement to allow for the construction, operation and maintenance of gas distribution facilities on the County Grounds at the north side of Wisconsin Avenue east of STH 45 by recommending adoption of the following:

A RESOLUTION

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

WHEREAS, various utilities at the County Grounds will be impacted by the proposed interchange improvements, including WE Energies gas distribution system that services County buildings and lessee buildings; and

WHEREAS, WE Energies has requested a permanent gas easement to install, operate and maintain new gas piping, valves and an existing gas pressure regulating station at the north side of Wisconsin Avenue east of STH 45; and

WHEREAS, the easement boundaries will encompass the existing gas pressure regulating station, that currently sits north of the Wisconsin Avenue right of way on County lands, and the area required to install the new piping; and

WHEREAS, the gas main and pressure regulating station provide gas service to the eastern side of the Medical Complex; and

WHEREAS, the gas piping alignment has been set in conjunction with proposed Zoo Interchange improvements, and to minimize impacts to County and lessee property; and

WHEREAS, the final gas service alignment has been set in conjunction with proposed Zoo Interchange improvements, and to minimize the impact to County and lessee property; and

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

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

WHEREAS, the Director of DAS-FM has recommended that the authority to prepare,

review, approve, execute and record all documents as required to execute the requested easement be granted to DAS-FM, Corporation Counsel, Risk Management, County Clerk, Register of Deeds, and the County Executive; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize DAS-FM, Risk Management, Corporation Counsel and Register of Deeds to negotiate, prepare, review, approve, execute and record all documents, and perform all actions as required to grant, execute and implement a permanent gas easement to WE Energies for the construction, operation and maintenance of gas distribution facilities servicing the County Grounds; and

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

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: April 10, 2014

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization to perform all actions as required to grant, execute and implement a gas easement for WE Energies for the construction, operation and maintenance of gas distribution facilities on the County Grounds at the north side of Wisconsin Avenue east of STH 45.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ 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. WE Energies has requested a permanent easement to relocate their existing gas piping to address the conflicts with the proposed Zoo Interchange Improvements at Wisconsin Avenue and STH 45 and incorporate the new piping into an existing gas pressure regulating station. The gas distribution facilities provide gas service to the County Grounds.

B. None.

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

D. None.

Department/Prepared By Karl Stave/DAS-FM Division

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review? ☐ 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.